

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

GREAT WEST CASUALTY COMPANY,
a Nebraska corporation,

Plaintiff,

VS.

Case No.: 2023CH09927
Calendar No.

CR EXPRESS, INC.,
an Illinois corporation; and
STEVE RADAK, individually
and on behalf of others similarly situated,

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Great West Casualty Company, (“Great West” or “GWCC”) by and through its counsel, brings this Complaint against Defendants CR Express, Inc., (“CR Express”), and Steven Radak, individually and on behalf of all others similarly situated (“Radak”), pursuant to 735 ILCS 5/2-701, and states as follows:

INTRODUCTION

1. This is an insurance coverage dispute between Great West and CR Express. Great West issued insurance policies that extended certain coverage to CR Express, including general liability insurance for otherwise covered claims for offences arising from “personal and advertising injury.”

2. In this action, Great West seeks a declaration that it does not have a duty to defend or indemnify CR Express under any of the Policies in connection with the underlying putative class action suit titled *Steven Radak, et al., v. CR Express, Inc.*, in the Circuit Court of McHenry County, Illinois, (“Radak Lawsuit”). The Radak Lawsuit seeks recovery for damages pursuant to the Illinois Biometric Information Privacy Act (“BIPA”, or “the Act”), 740 ILCS 14/1 et seq.

PARTIES, JURISDICTION & VENUE

3. Plaintiff, Great West is a corporation organized under the laws of the State of Nebraska, with its principal place of business in South Sioux City, Nebraska, and is licensed to issue insurance policies in Illinois.

4. Defendant, CR Express, Inc., is a corporation organized under the laws of the State of Illinois, with its principal place of business in Elk Grove Village, Cook and DuPage Counties, Illinois. CR Express conducts business in Cook County.

5. Defendant, Steven Radak is a citizen of the State of Illinois. Mr. Radak is joined in this suit as nominal party defendant.

6. The Radak Lawsuit for which CR Express seeks a defense and indemnity is a putative class action for events that allegedly occurred in Illinois, where damages are sought.

7. Venue and jurisdiction are proper in this Court. 735 ILCS 5/2-101; 5/2-102(a); and, 5/2-209.

FACTUAL BACKGROUND

The Radak Lawsuit

8. On August 24, 2023, Steven Radak filed a two-count complaint against CR Express, Inc., of Elk Grove Village, Illinois, *Steven Radak, et al., v. CR Express, Inc.*, (Case No. 2023 LA 227, McHenry County, Illinois “Radak Lawsuit”). Radak alleges the following: He worked for CR Express between 2019 and 2020, and as part of his employment “all employees are required to clock in and out of work using their fingerprints.” A true and correct copy of Complaint is attached hereto as **Exhibit 1**, *Complaint*, ¶14-15. CR Express’s biometric timekeeping system “work[ed] by extracting information from [employees] and subsequently using the same for authentication and timekeeping purposes” and that the system included “dissemination of

biometrics to...third parties, such as data storage vendors and payroll services.” *Id.*, ¶5. CR Express violated the confidential and privacy rights of Radak and others by the storage, use and dissemination of the biometric information without prior, written consent and approval and without a written stated policy, in violation of the Illinois Biometric Information Privacy Act, commonly known as BIPA, (“BIPA”), 740 ILCS 14/1- 4/15.

9. Mr. Radak alleges injury occurred based on violations of BIPA and does not allege actual injury or damage. Radak claims that he never gave and did not sign a written release allowing CR Express to collect, store, use or disseminate his material. He makes class action allegations, claiming that “there are hundreds of members” of the class of drivers and employees in Illinois. Exh.1, Complaint ¶23. He claims in several paragraphs that the BIPA violations included dissemination and disclosure of information to third parties. *Id.*, ¶¶ 36(f), 37. In Count I, Radak alleges violations of numerous subsections of BIPA but primarily 14/15(b) for the failure to have in place a written policy and the prior consent of the employees for the use and storage of information, with a retention and destruction policy. The capture, storage, retention and dissemination of the biometric information violated the Act. Count II seeks injunctive relief against CR Express both to make the required disclosures and seeking consent of employees. It also seeks disclosure of the entities to whom information was sent or transferred and an injunction from future violations. Radak claims that the employees did not know what CR Express had done with his biometric information. Radak claims that CR Express failed to have a written policy and did not inform employee of the policies in violation of BIPA.

10. Radak seeks statutory damages of \$5,000 for each “reckless” violation or in the alternative damages of \$1,000 for each negligent violation of BIPA. 740 ILCS 14/20(1). He also seeks “reasonable attorneys’ fees and costs of this action” and incurred in enforcing his rights. 740

ILCS 14/20(3). Radak seeks class-action status for similarly-situated employees but does not suggest that class size other than to say “hundreds of members.” 735 ILCS 5/2-801.

11. CR Express received notice of the Radak Lawsuit on or about August 29, 2023.

The Insurance Policies

12. Great West issued package commercial insurance to CR Express, Inc., at a listed address in Elk Grove Village, Illinois, for three (3) policy periods. The Policies include:

Policy No. MCP49345A, effective May 1, 2019, to May 1, 2020.

Policy No. MCP49345B, effective May 1, 2020, to May 1, 2021.

Policy No. MCP49345C, effective May 1, 2021, to May 1, 2022.

True and correct copies of the Great West Policies are attached as **Exhibits 2-4**, (herein “Policies,” unless specified).

13. The Policies provide Illinois-specific CGL coverage part. See, **Exh.4**, Policy Form DE 0030 0115 and CG 1012 0520. The limits of insurance in each policy is \$1,000,000 for personal and advertising injury to any one person and \$2,000,000 in the aggregate. *Id.*, at DE 0030 0115; and, CG 1012 0520, p.14 of 21.

14. The Policies are subject to a retention endorsement. The retained amount is \$25,000 per “Occurrence”. **Exh.4**, Policy, Form GU 4967 0520, at p.1 of 2. The definition of “occurrence” requires an “accident”. *Id.*, at p.2. Additional policy provisions are set forth below.

15. CR Express requested coverage from Great West for the Radak Lawsuit. Great West advised CR Express that it did not find a basis for coverage under its Policies and reserved the right to deny coverage. Accordingly, an actual controversy exists between Great West and CR Express. 735 ILCS 5/2-701. This Court is invested with the power to declare the rights and liabilities of the parties hereto and to grant such relief as it deems necessary and proper. *Id.*

COUNT I – DECLARATORY JUDGMENT AS TO CGL COVERAGE A
(The Claim Does Not Fall within CGL Coverage Grant A)

16. Plaintiff, Great West adopts and repeats the allegations of Paragraph 1 through 15 as and for Paragraph 16, as though the same were fully set forth herein.

17. The CGL Policies each provide for certain Coverage designated as Coverage A. That coverage grant provides that Great West “...will pay all sums the insured becomes legally obligated to pay as damages because of ‘bodily injury’ or ‘property damage’ to which this insurance applies...” when caused by an “occurrence” when the injury or damage occurs during the policy period. See, **Exh.4**, CGL Policy, Form CG 1012 0520, p.1 of 21.

18. The term “occurrence” means “an accident, including continuous or repeated exposure to substantially the same general harmful conditions.” *Id.*, p.20 of 21. The term “bodily injury” means “‘bodily injury’, sickness or disease sustained by a person including death resulting from any of these.” The term “property damage” means “damage to or loss of use of tangible property.” *Id.*, p.17-21 of 21.

19. The allegations in the Radak Complaint do not include claims for “bodily injury” or for “property damage” caused by an “occurrence.”

20. Coverage A of the CGL Policies, therefore, does not actually or potentially provide coverage for the Radak Lawsuit.

21. Accordingly, Great West has no duty to defend and indemnify CR Express against the allegations in the Radak Lawsuit under Coverage A of the CGL Forms.

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within the coverage grant under Coverage A of the CGL Forms;
- B. Great West has no duty to defend or indemnify CR Express under Coverage A of the CGL Forms for any judgment, verdict or settlement in connection

with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;

- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT II – DECLARATORY JUDGMENT UNDER CGL COVERAGE B
(The Claim Does Not Fall Within CGL Coverage Grant B)

22. Plaintiff, Great West adopts and repeats the allegations of Paragraph 1 through 21 as and for Paragraph 22, as though the same were fully set forth herein.

23. The CGL insuring agreement in Coverage B provides that Great West will pay for offence-based “personal and advertising injury.” Exh.4, CGL Policy Form 1012 0520, p.8 of 21.

24. The definitions of the CGL Forms provide that “personal and advertising injury”
...means any injury, including consequential bodily injury arising out of one or more of the following offenses: ...

See, **Exh.4**, CGL Policy 1012 0520, p.20 of 21. None of the defined offenses apply as to fingerprinting employees.

25. In particular, while offense “e” applies as to a limited set of violations of a person’s right of privacy, it explicitly requires “[o]ral or written publication, in any manner, of material that violates a person’s right of privacy.” See, **Exh.4**, CGL Policy 1012 0520, p.20 of 21.

26. The Radak Complaint is brought by employees of CR Express and claims that CR Express violated its employees’ privacy in their biometric information by requiring them to provide their biometric information but does not allege any enumerated offence.

27. The Great West CGL Forms, therefore, do not actually or potentially provide coverage for the Radak Lawsuit.

28. Accordingly, Great West has no duty to defend and indemnify CR Express in the Radak Lawsuit.

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within the coverage grant under the CGL Forms, Coverage B;
- B. Great West has no duty to defend or indemnify CR Express under Coverage B of the CGL Forms for any judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;
- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT III – DECLARATORY JUDGMENT UNDER CGL COVERAGE B
(Exclusion for Employment Related Practices)

29. Plaintiff, Great West adopts and repeats the allegations of Paragraph 1 through 28 as and for Paragraph 29, as though the same were fully set forth herein.

30. As to personal and advertising injury claims, the Great West CGL Forms provide that this insurance does not apply to:

p. EMPLOYMENT-RELATED PRACTICES

“Personal and advertising injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person...

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and

- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

See, **Exh.4**, Policy CG 1012 0520, Exclusion p., p.10 of 21, bold in original.

31. The Radak Lawsuit is brought by employees of CR Express and alleges that CR Express violated its employees' privacy in their biometric information by requiring them to provide their biometric information for timekeeping purposes and disclosing their biometric information in violation of BIPA.

32. Any "personal and advertising injury" that is claimed arises out of employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution, and coverage is precluded under Coverage B of the Great West CGL Policies by reason of the Employment-Related Practices Liability Exclusion.

33. Even if the claims of the Radak lawsuit were to fall within Coverage B, which they do not, the Great West CGL Policies exclude coverage for the Radak claims.

34. Accordingly, Great West has no duty to defend and indemnify CR Express for the Radak Lawsuit.

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within Coverage B of the CGL Forms, but, pleading in the alternative, any such coverage would be excluded by application of the Employment-Related Practices exclusion;
- B. Great West has no duty to defend or indemnify CR Express under Coverage B of the CGL Forms for any judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;
- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT IV – DECLARATORY JUDGMENT UNDER CGL COVERAGE B
(Exclusion for Recording & Distribution of Material in Violation of Law/Knowing Violation of Rights of Another)

35. Plaintiff, Great West adopts and repeats the allegations of Paragraph 1 through 34 as and for Paragraph 35, as though the same were fully set forth herein.

36. The Great West CGL Forms exclude coverage for:

t. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

See, **Exh.4**, Policy, CG 1012 0520, Exclusion t., p.11 of 21, bold in original.

37. The Great West Policies also exclude coverage for Knowing Violation of Rights of Another for acts that would violate the rights of another. *Id.*, Exclusion a., p.9 of 21.

38. The Radak Complaint alleges that CR Express violated BIPA, a state statute, that addresses the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of biometric material or information.

39. Thus, any “personal and advertising injury” arises directly or indirectly out of any action or omission that violates or is alleged to violate any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA, FACTA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information and constitutes a knowing violation of the rights of Steven Radak and others.

40. Therefore, the Recording And Distribution Of Material Or Information In Violation Of Law Exclusion and the Knowing Violation of Rights of Another eliminate coverage for the Radak Lawsuit under Coverage B of the Great West CGL Forms.

41. The Great West CGL Forms do not actually or potentially provide coverage for the Radak Lawsuit.

42. Accordingly, as a result, Great West has no duty to defend or indemnify CR Express against the Radak Lawsuit.

WHEREFORE, Great West respectfully request that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within the grant of coverage under Coverage B of the CGL Forms, but, pleading in the alternative, any such coverage would be excluded by application of the exclusions for Recording And Distribution Of Material Or Information In Violation Of Law &/or Knowing Violation of the Rights of Another;
- B. Great West has no duty to indemnify CR Express under Coverage B of the CGL Forms for any judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;
- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT V – DECLARATORY JUDGMENT UNDER CGL COVERAGE B
(Exclusion for Access or Disclosure of Confidential Information)

43. Plaintiffs adopt and repeat the allegations of Paragraph 1 through 42 as and for Paragraph 43, as though the same were fully set forth herein.

44. In Coverage B of the Great West CGL Forms, the insurance does not apply to:

u. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

“Personal and advertising injury” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s organization’s confidential or personal information.

See, **Exh.4**, Policy CG 1012 0520, Exclusion u., p.11 of 21, bold in original.

45. The Radak Complaint alleges that CR Express collected its employees’ fingerprints and biometric information in violation of BIPA.

46. Biometric information is personal and/or confidential information.

47. Therefore, any “personal and advertising injury” arises out of access to or disclosure of any person’s confidential or personal information, and coverage for the Radak Lawsuit is precluded under the Great West CGL Forms pursuant to the Access or Disclosure of Confidential or Personal Information Exclusion.

48. The Great West CGL Forms do not actually or potentially provide coverage for the Radak Lawsuit.

49. Accordingly, Great West has no duty to defend or indemnify CR Express for the Radak Lawsuit.

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within CGL coverage grant B, but, pleading in the alternative, any such coverage would be excluded by application of the Exclusion for Access or Disclosure of Confidential or Personal Information.
- B. Great West has no duty to defend or indemnify CR Express under Coverage B of the CGL Forms for any claim, judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;
- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT VI – DECLARATORY JUDGMENT UNDER CGL COVERAGE B
(Exclusion for First Publication Prior to the Policy Period)

50. Plaintiffs adopt and repeat the allegations of Paragraph 1 through 49 as and for Paragraph 50, as though the same were fully set forth herein.

51. The Coverage B section also provide that there is no insurance for:

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

“Personal and advertising injury” arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

...

See, **Exh.4**, Policy, Form CG 1012 0520, Exclusion c., p.9 of 21.

52. Radak claims violations of BIPA while was an employee between 2019 and 2020.

See, **Exh.1**, Complaint, ¶14.

53. There is no coverage for any claim of “personal and advertising injury” arising out of the oral or written publication of material when that publication occurred or took place prior to the policy period of the Great West Policy to CR Express. Accordingly, this Court should find and

declare that Great West has no duty to defend or indemnify to the extent that the first publication was prior to the Great West policies and policy periods.

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within Coverage B of the Great West Policy but, pleading in the alternative, any such coverage would be excluded by application of the first publication requirement in the exclusion to coverage.
- B. Great West has no duty to defend or indemnify CR Express for under the Policy for any judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;
- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

COUNT VII – DECLARATORY JUDGMENT, COMMERCIAL AUTO COVERAGE
(The Loss Does Not Fall within the CA Coverage Grant)

54. Plaintiffs adopt and repeat the allegations of Paragraph 1 through 53 as and for Paragraph 54, as though the same were fully set forth herein.

55. The commercial automobile coverage grant is for an “accident,” “resulting from the ownership, maintenance or use of a covered ‘auto.’” See, **Exh.4**, Policy CA 1612 1120, p.3 of 16, ¶A.

56. The Radak Lawsuit does not allege any “accident,” nor does it allege an accident “resulting from the ownership, maintenance or use of a covered ‘auto’.”

WHEREFORE, Great West respectfully requests that this Honorable Court declare that:

- A. The Radak Complaint does not allege claims that fall within the Commercial Auto coverage part of the Great West Policies.
- B. Great West has no duty to defend or indemnify CR Express for any judgment, verdict or settlement in connection with the Radak Lawsuit, including for any award of pre-judgment, post-judgment interest or any liquidated damages, and;

- C. Granting any other relief that this Honorable Court deems just and equitable under the circumstances, including the award of costs.

Dated: 12/08/2023

Respectfully submitted,

GREAT WEST CASUALTY COMPANY

By: /s/ Siobhán M. Murphy
One of Its Attorneys

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Location: Court Room 2510
Judge: Mullen, Michael Tully

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Exhibit 1

2023CH09927

IN THE CIRCUIT COURT OF MCHENRY COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW DIVISION

STEVEN RADAK, individually and
 on behalf of all others similarly situated,

Plaintiff,

v.

CR EXPRESS, INC.,

Defendant.

CASE NO.: 2023LA000227

CLASS ACTION

Jury Demand Endorsed

Hereon

NOTICE

**THIS CASE IS HEREBY SET FOR A
 SCHEDULING CONFERENCE IN
 COURTROOM TBD ON
11-22-2023, AT 9:00 a.m.
**FAILURE TO APPEAR MAY
 RESULT IN THE CASE BEING
 DISMISSED OR AN ORDER OF
 DEFAULT BEING ENTERED.****

CLASS ACTION COMPLAINT

Plaintiff Steven Radak (“Plaintiff”), individually and on behalf of all similarly situated individuals, brings this Class Action Complaint against CR EXPRESS, INC. (“Defendant”) for its violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), and to obtain redress for persons injured by its conduct. Plaintiff alleges the following based on personal knowledge as to Plaintiff’s own experiences, and as to all other matters, upon information and belief, including an investigation conducted by Plaintiff’s attorneys.

INTRODUCTION

1. BIPA defines a “biometric identifier” as any personal feature that is unique to an individual, including fingerprints. “Biometric information” is any information based on a biometric identifier, regardless of how it is converted or stored. 740 ILCS § 14/10. Collectively, biometric identifiers and biometric information are known as “biometrics.”

2. This case concerns the misuse of individuals’ biometrics by Defendant. Using biometric enabled technology, Defendant has captured, collected, stored, disseminated, and/or otherwise used the biometrics of Plaintiff and other Class members, without their informed written

consent as required by law, in order to track their time at work.

3. BIPA provides, *inter alia*, that private entities, such as Defendant, may not obtain and/or possess an individual's biometrics unless they first:

(1) inform the person whose biometrics are to be collected *in writing* that biometric identifiers or biometric information will be collected or stored;

(2) inform the person whose biometrics are to be collected *in writing* of the specific purpose and the length of term for which such biometric identifiers or biometric information is being collected, stored and used;

(3) receive a *written release* from the person whose biometrics are to be collected, allowing the capture and collection of their biometric identifiers or biometric information; and

(4) make publicly available written retention guidelines for permanently destroying biometric identifiers and biometric information. 740 ILCS 14/15(a).

4. Compliance with BIPA is straightforward and inexpensive, and may be accomplished through a single, signed sheet of paper. BIPA's requirements bestow a right to privacy in biometrics and a right to make an *informed* decision when electing whether to provide or withhold biometrics.

5. Defendant's biometric timekeeping system works by extracting biometric information from individuals, such as handprints, fingerprints or portions thereof, and subsequently using the same for authentication and timekeeping purposes. The system includes the dissemination of biometrics to each other and third parties, such as data storage vendors and payroll services.

6. The Illinois Legislature has found that "biometrics are unlike other unique identifiers that are used to access finances or other sensitive information. For example, even

sensitive information like Social Security numbers can be changed. Biometrics, however, are biologically unique to each individual **and**, once compromised, such individual has no recourse, is at a heightened risk for identity theft, and is likely to withdraw from biometric facilitated transactions.” 740 ILCS 14/5. The risk is compounded when a person’s biometrics are also associated with their other personally identifiable information.

7. The deprivation of the statutory rights conferred by BIPA constitutes the actual injuries the Illinois Legislature sought to prevent.

8. Plaintiff brings this action for statutory damages and other remedies as a result of Defendant’s conduct in violating Plaintiffs state biometric privacy rights.

9. On Plaintiff’s own behalf, and on behalf of the proposed Class defined below, Plaintiff seeks an injunction requiring Defendant to comply with BIPA, as well as an award of damages, including statutory damages, to the Class members, together with costs and reasonable attorneys’ fees.

PARTIES

10. At all relevant times, Plaintiff Steven Radak has been a resident and citizen of the state of Illinois.

11. Defendant is a for-profit corporation that conducts substantial business throughout the state of Illinois and in McHenry County.

JURISDICTION AND VENUE

12. This Court may assert personal jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 in accordance with the Illinois Constitution and the Constitution of the United States, because Defendant does business within this State and because Plaintiff’s claims arise out of Defendant’s unlawful in-state actions, as Defendant captured, collected, stored,

and/or used Plaintiff's biometric identifiers and/or biometric information in this State.

13. Venue is proper in this County pursuant to 735 ILCS 5/2-101, because Defendant conducts business in this County and thus resides there under § 2-102.

FACTS SPECIFIC TO PLAINTIFF

14. Plaintiff worked as an employee for Defendant from 2019 to 2020.

15. As part of the operational protocols set in place by Defendant, all employees are required to clock in and out of work using their fingerprints.

16. During the relevant time period, including the time period when Plaintiff worked for Defendant, Defendant implemented biometric scanning and time-tracking devices and technology to monitor and manage their workers', including Plaintiff's time on the job. Such devices collect their users' biometric identifiers, *i.e.* fingerprints, and convert them to an electronic format *derived from* those identifiers, *i.e.* biometric information. Such conversion is necessary for storing biometrics on the device itself, and to allow Defendant to transmit biometric data to third parties, such as data storage or payroll vendors.

17. Plaintiff was required to provide – and did in fact provide – biometric scans to Defendant each time Plaintiff clocked in and clocked out of a shift at work.

18. Though Defendant collected, stored, and used Plaintiff's biometrics for timekeeping and access purposes, Defendant never provided Plaintiff with any written disclosures informing Plaintiff that it was collecting, storing, and using biometrics or explaining the purpose or length of term for which the biometrics were being collected and stored. Defendant never sought, nor has Plaintiff ever provided, any written consent relating to Defendant's collection, use, or storage, or dissemination of the biometrics.

19. Though Defendant came into possession of Plaintiff's biometrics, Defendant has

failed to make publicly available any written biometric retention, storage or destruction policy.

20. In addition, Defendant disseminated electronic information derived from the scanning of Plaintiff's biometric identifiers to third parties, including vendors for timekeeping, data storage, and payroll purposes, without obtaining Plaintiff's consent to do so.

21. By failing to comply with BIPA, Defendant has violated Plaintiff's substantive state rights to biometric privacy.

CLASS ALLEGATIONS

22. Plaintiff brings this action individually and on behalf of all similarly situated individuals pursuant to 735 ILCS § 5/2-801. Plaintiff seeks to represent a Class defined as follows:

All individuals whose biometrics were captured, collected, stored, used, transmitted, and/or disseminated by or on behalf of Defendant within the state of Illinois at any time within the applicable limitations period (the "Class").

23. Excluded from the Class are any members of the judiciary assigned to preside over this matter; any officer or director of Defendant; and any immediate family member of such officers or directors.

24. Upon information and belief, there are hundreds of members of the Class, making the members of the Class so numerous that joinder of all members is impracticable. Although the exact number of members of the Class is currently unknown to Plaintiff, the members can be easily identified through Defendant's personnel records.

25. Plaintiff's claims are typical of the claims of the members of the Class Plaintiff seeks to represent, because the factual and legal bases of Defendant's liability to Plaintiff

and the other members are the same, and because Defendant's conduct has resulted in similar injuries to Plaintiff and to the Class. As alleged herein, Plaintiff and the Class have all suffered damages as a result of Defendant's BIPA violations.

26. There are many questions of law and fact common to the claims of Plaintiff and the Class, and those questions predominate over any questions that may affect individual members. Common questions for the Class include, but are not limited to, the following:

- a. Whether Defendant's conduct is subject to BIPA;
- b. Whether Defendant made available to the public a written policy that establishes a retention schedule and guidelines for destroying biometrics;
- c. Whether Defendant obtained a written release from the Class before capturing, collecting, or otherwise obtaining their biometrics;
- d. Whether Defendant provided a written disclosure that explains the specific purposes, and the length of time, for which biometrics were being collected, stored and used before taking such biometrics;
- e. Whether Defendant disseminated or disclosed the Class members' biometrics to each other and third parties with their consent;
- f. Whether Defendant's conduct violates BIPA;
- g. Whether Defendant's violations of the BIPA are willful or reckless; and
- h. Whether Plaintiff and the Class are entitled to damages and injunctive relief

27. Absent a class action, most members of the Class would find the cost of litigating their claims to be prohibitively expensive and would thus have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions in that it conserves the resources of the courts and the litigants and promotes consistency of

adjudication.

28. Plaintiff will adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and Plaintiff's counsel are committed to vigorously prosecuting this action on behalf of the other members of the Class and have the financial resources to do so. Neither Plaintiff nor Plaintiff's counsel has any interest adverse to those of the other members of the Class.

29. Defendant has acted and failed to act on grounds generally applicable to Plaintiff and the other members of the Class, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and making injunctive or corresponding declaratory relief appropriate for the Class as a whole.

COUNT I
Violation of the Illinois Biometric Information Privacy Act
(Damages)

30. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

31. Defendant is a private entity under BIPA.

32. BIPA requires any private entities, such as Defendant, to obtain informed written consent from individuals before collecting or acquiring their biometric identifiers or biometric information. Specifically, BIPA makes it unlawful to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or customer's biometric identifiers or biometric information unless [the entity] first: (1) informs the subject ... in writing that a biometric identifier or biometric information is being collected or stored; (2) informs the subject ... in writing of the specific purpose and length of for which a biometric identifier or biometric information is being captured, collected, stored, and used; and (3) receives a

written release executed by the subject of the biometric identifier or biometric information....” 740 ILCS 14/15(b).

33. BIPA also requires private entities in possession of biometric identifiers and/or biometric information to make publicly available a biometric retention and destruction policy. Entities which possess biometric identifiers or information must (i) make publicly available a written policy establishing a retention schedule and guidelines for permanent deletion of biometric information (entities may not retain biometric information longer than three years after the last interaction with the individual); and (ii) adhere to the publicly posted retention and deletion schedule.

34. Plaintiff and the other Class members have had their “biometric identifiers,” namely their fingerprints, or information derived therefrom, *i.e.* “biometric information,” collected, captured, or otherwise obtained by Defendant.

35. Each instance Plaintiff and the other Class members were required to scan their fingerprints for timekeeping purposes, Defendant captured, collected, stored, and/or used Plaintiff’s and the other Class members’ biometric identifiers or biometric information without valid consent and without complying with and, thus, in violation of BIPA.

36. Defendant’s practice with respect to capturing, collecting, storing, and using biometrics fails to comply with applicable BIPA requirements:

- a. Defendant failed to inform Plaintiff and the members of the Class in writing that their biometrics were being collected and stored, prior to such collection or storage, as required by 740 ILCS 14/15(6)(1);
- b. Defendant failed to inform Plaintiff and the Class in writing of the specific purpose for which their biometrics were being captured, collected, stored, and

used, as required by 740 ILCS 14/15(6)(2);

- c. Defendant failed to inform Plaintiff and the Class in writing of the specific length of term their biometrics were being captured, collected, stored, and used, as required by 740 ILCS 14/15(6)(2);
- d. Defendant failed to obtain a written release, as required by 740 ILCS 14/15(6)(3);
- e. Defendant failed to make publicly available any written retention schedule detailing the length of time for which the biometrics are stored and/or guidelines for permanently destroying the biometrics they store, as required by 740 ILCS 14/15(a); and
- f. Defendant failed to obtain informed consent to disclose or disseminate the Class's biometrics to third parties, as required by 740 ILCS 14/15(d)(l).

37. By capturing, collecting, storing, using, and disseminating Plaintiff's and the Class's biometrics as described herein, Defendant denied Plaintiff and the Class their right to statutorily required information and violated their respective rights to biometric information privacy, as set forth in BIPA.

38. BIPA provides for statutory damages of \$5,000 for each willful and/or reckless violation of BIPA and, alternatively, damages of \$1,000 for each negligent violation of BIPA. 740 ILCS 14/20(1)-(2).

39. Defendant's violations of BIPA, a statute that has been in effect since 2008, were knowing and willful, or were at least in reckless disregard of the statutory requirements. Alternatively, Defendant negligently failed to comply with BIPA.

40. Accordingly, Plaintiff, individually and on behalf of the proposed Class, in the amount of liquidated damages or actual damages, whichever is greater. 740 ILCS § 14/20(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, respectfully requests that this Court enter an Order:

- a. Certifying the Class as defined above, appointing Plaintiff as class representative and the undersigned as class counsel;
- b. Declaring that Defendant's actions, as set forth herein, violate BIPA;
- c. Awarding injunctive and equitable relief as necessary to protect the interests of Plaintiff and the Class by requiring Defendants to comply with BIPA;
- d. Awarding statutory damages of \$5,000 for each willful and/or reckless violation of BIPA, pursuant to 740 ILCS 14/20(2);
- e. Awarding statutory damages of \$1,000 for each negligent violation of BIPA, pursuant to 740 ILCS 14/20(1);
- f. Awarding reasonable attorneys' fees, costs, and other litigation expenses pursuant to 740 ILCS 14/20(3);
- g. Awarding pre- and post-judgment interest, as allowable by law; and
- h. Awarding such further and other relief as the Court deems just and equitable.

COUNT II

Violation of the Illinois Biometric Information Privacy Act (Injunctive Relief)

41. Plaintiff incorporates by reference each of the preceding allegations as though fully set forth herein.

42. The Act provides for injunctive relief. 740 ILCS § 14/20(4).

43. Plaintiff and class members are entitled to an order requiring Defendant to make disclosures consistent with the Act and enjoining further unlawful conduct.

44. Plaintiff seeks an order requiring Defendant to publicly disclose a written policy

establishing the specific purpose and length of term for which class members' biometric data has been collected, stored, and used. Additionally, Plaintiff seeks a disclosure from Defendant relative to its policy of permanently destroying class members' biometric data. 740 ILCS § 14/15(a).

45. Plaintiff seeks an order requiring Defendant to disclose whether Defendant retained their or any other class members' biometrics, and, if so, when and how such biometrics were permanently destroyed.

46. Plaintiff seeks an order requiring Defendant to disclose to whom it has disseminated, sold, or transferred Plaintiffs and class members' biometric data.

47. Plaintiff seeks an order requiring Defendant to disclose the standard of care that it employed to store, transmit, and protect class members biometrics.

48. Plaintiff seeks an order enjoining Defendant from future violations of the Act.

49. Plaintiff and class members do not know what Defendant has done (or intends to do) with their biometric data. Injunctive relief is necessary to afford Plaintiff and class members the safety and peace of mind envisioned by the passage of the Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, respectfully requests that this Court enter an Order:

- a. Certifying this case as a class action, naming Plaintiff as class representatives and their counsel as class counsel;
- b. Declaring that Defendant has violated the Illinois Biometric Information Privacy Act, and enter a judgment in favor of Plaintiff and the class;
- c. Awarding injunctive and equitable relief as necessary to protect the interests of the Plaintiff and the class;

- d. Awarding reasonable attorneys' fees and costs of this action;
- e. Awarding such other general and equitable relief as this Court deems equitable and just.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: August 24, 2023

Respectfully submitted,

/s/ Mark Hammervold

Mark Hammervold
HAMMERVOLD LAW, LLC
IL Bar No. 6320744
155 S. Lawndale Ave.
Elmhurst, IL 60126
(405) 509-0372
mark@hammervoldlaw.com

Attorneys for Plaintiff and the Putative Class

Hearing Date: 4/9/2024 9:00 AM
Location: Court Room 2510
Judge: Mullen, Michael Tully

FILED
12/19/2023 4:52 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2023CH09927
Calendar, 8
25529905

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

Exhibit 2



GREAT WEST CASUALTY COMPANY

The Difference is Service®

1100 West 29th Street
South Sioux City, NE 68776


October 3, 2023

TO WHOM IT MAY CONCERN:

I do hereby certify that this is a true and correct copy of Policy MCP49345A issued to CR EXPRESS INC, 2300 ARTHUR AVE, ELK GROVE VILLAGE, IL 60007, by Great West Casualty Company, South Sioux City, Nebraska, 68776. This policy was in effect from MAY 1, 2019 to MAY 1, 2020.

Yours very truly,
GREAT WEST CASUALTY COMPANY

DocuSigned by:


EABEF00D0F834C6...

MARCY MEYER
SUPERVISOR, UNDERWRITING

MTP
Enc.

CONFIDENTIAL



OLD REPUBLIC INSURANCE GROUP

GWCC 0001

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

Certificate Of Completion

Envelope Id: C825477E31014DB980CB850035A94A59

Status: Completed

Subject: Complete with DocuSign: CR EXPRESS INC MCP49345A Certified Letter GWCC.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Melanie Pickering

AutoNav: Enabled

1100 W 29th St

Envelope Stamping: Enabled

South Sioux City, NE 68776-3130

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

M.PICKERING@gwccnet.com

IP Address: 165.225.33.71

Record Tracking

Status: Original

Holder: Melanie Pickering

Location: DocuSign

10/3/2023 8:14:40 AM

M.PICKERING@gwccnet.com

Signer Events

MARCY MEYER

M.MEYER@GWCCNET.COM

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



EABEF00D0F834C6...

Timestamp

Sent: 10/3/2023 8:15:16 AM

Viewed: 10/3/2023 8:21:27 AM

Signed: 10/3/2023 8:21:31 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.33.94

Electronic Record and Signature Disclosure:

Accepted: 10/3/2023 8:21:27 AM

ID: eba5664a-4f5a-46a6-aaf5-fd86b1c384fa

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/3/2023 8:15:16 AM

Certified Delivered

Security Checked

10/3/2023 8:21:27 AM

Signing Complete

Security Checked

10/3/2023 8:21:31 AM

Completed

Security Checked

10/3/2023 8:21:31 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONFIDENTIAL

GWCC 0002

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**

[REDACTED]

[REDACTED]

[REDACTED]

Estimated Premium:

Deposit:

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. We will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the prompt payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the right without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy. Following the expiration of the policy and the calculation of the premium due, the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

GREAT WEST CASUALTY COMPANY

A Stock Company
1100 West 29th Street, South Sioux City, NE 68776

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

POLICY NUMBER: **MCP49345A**

Renewal of Number:

Named Insured and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**

Policy Period: From **MAY 1 2019** to **MAY 1 2020** at 12:01 A.M. Standard Time
at your address shown above.

Business Description: **TRUCKER - CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

**COMMERCIAL AUTO COVERAGE - MOTOR CARRIER
COMMERCIAL GENERAL LIABILITY COVERAGE**

**** SEE DEFINITION ON PAGE 2 OF THIS DECLARATION PAGE.**

**DEPOSIT IN ADDITION TO PREMIUM: ...
PREMIUM DUE NOW NOT INCLUDED IN RATE**

**AMOUNT DUE NOW
Total Policy PREMIUM**

**\$
\$

Forms and endorsements made a part of this policy at time of issue:*

**DE00011213 DE00050400 DE00101213 DE00300115 GU49050716 GU49100187
GU49200419 GU49521010 GU49561010 GU50160914 PC00120118**

*Forms and Endorsements omitted if shown in specific Coverage Part Declarations.

Agent: **WILLIAM HUNT
USI INSURANCE SERVICES LLC 6015
2021 SPRING RD STE 100
OAK BROOK IL 60523**

In various places on our policy, we may use abbreviations. This is what they mean:

TERM	MEANS
ACV	Actual Cash Value
BI	Bodily Injury
Coll	Collision
Comp	Comprehensive
Cov	Coverage
DBA	Doing Business As
Ded	Deductible
Incl	Included
Ins	Insurance
Liab	Liability
Med Pay	Medical Payments
PD	Property Damage
Phys Damage	Physical Damage
PIP	Personal Injury Protection
PR/Co	Products/Completed Operations
Spec Perils	Specified Perils
UIM	Underinsured Motorists
UM	Uninsured Motorists

****SEE DE 00 10 12 13 MOTOR CARRIER COVERAGE FORM DECLARATIONS,
DE 00 30 01 15 COMMERCIAL GENERAL LIABILITY DECLARATIONS,
GU 49 20 04 19 PREMIUM DETERMINATION – REPORTING BASIS,
AND THE ADDITIONAL ENDORSEMENTS ATTACHED TO THIS POLICY FOR HOW
PREMIUMS WILL BE DETERMINED.**



COMMERCIAL LINES POLICY SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: **MCP49345A**

GREAT WEST CASUALTY COMPANY
P. O. Box 277, South Sioux City, NE 68776

EXTENDED SCHEDULE OF COVERAGES

This policy provides the following additional coverage(s). Please read the endorsement(s) for a complete description of coverage.

	PREMIUM
CA52221015 ABA - BLANKET ADDL INSR AND WAIVER OF TRANSFER OF RIGHTS	
CG49861015 ABG - BLANKET ADDL INSD AND WAIVER OF TRANSFER OF RIGHTS	

SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345A****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		LIABILITY TRACTOR	500	LIABILITY.....	**
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	**
				UM.....	**
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/19** CANCEL DATE:
 CHANGE DATE: **5/06/19**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		PHYS DAMAGE TRACTOR	500	LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
					2,500
				COMP	**
				SPEC PERILS	
				COLLISION	2,500
				CARGO	**
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/19** CANCEL DATE:
 CHANGE DATE: **5/06/19**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		LIABILITY TRAILER	500	LIABILITY.....	**
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/19** CANCEL DATE:
 CHANGE DATE: **5/06/19**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		PHYS DAMAGE TRAILER	500	LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
					2,500
				COMP	**
				SPEC PERILS	
				COLLISION	2,500
				CARGO	**
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/19** CANCEL DATE:
 CHANGE DATE: **5/06/19**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		LIABILITY TRUCK	500	LIABILITY.....	**
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	**
				UIM.....	**
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/19** CANCEL DATE:
 CHANGE DATE: **5/06/19**

SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345A****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
		PHYS DAMAGE TRUCK	500	LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	2,500 **
				SPEC PERILS	
				COLLISION	2,500 **
				CARGO	
ADD DATE:	5/01/19	CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:	5/06/19				

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
ADD DATE:		CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:					

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
ADD DATE:		CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:					

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
ADD DATE:		CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:					

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE			SERIAL NUMBER	PIP.....	
				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
ADD DATE:		CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:					

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345A**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

ITEM ONE

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2019** to **MAY 1 2020** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: Schedule of Coverages and Covered "Autos"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form shows which "autos" are covered "autos")	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR "LOSS"	PREMIUM
COVERED AUTOS LIABILITY	50	\$1,000,000	**
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault Coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	
MEDICAL PAYMENTS			
UNINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNINSURED MOTORISTS COVERAGE ENDORSEMENT	**
UNDERINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT	**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
PHYSICAL DAMAGE SPECIFIED CAUSES OF "LOSS" COVERAGE			
PHYSICAL DAMAGE COLLISION COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
PREMIUM FOR ENDORSEMENTS			
COVERAGE PART PREMIUM			**

The following is a brief description of what the Covered "Auto" Symbols mean. Please read the Motor Carrier Coverage Form for a complete description:

SYMBOL	DESCRIPTION
49	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO
50	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP
51	LEASED COMMERCIAL AUTOS
52	SPECIFIC LEASED COMMERCIAL AUTOS
53	HIRED COMMERCIAL AUTOS ONLY
54	HIRED PRIVATE PASSENGER TYPE AUTOS ONLY
55	SEE ENDORSEMENT CA 49 96 04 11 SYMBOL DESCRIPTION
59	INDEPENDENT CONTRACTOR COMMERCIAL AUTOS Name of Motor Carrier:
61	ANY AUTO
62	OWNED AUTOS ONLY
63	OWNED PRIVATE PASSENGER TYPE AUTOS ONLY
64	OWNED COMMERCIAL AUTOS ONLY
65	OWNED AUTOS SUBJECT TO NO-FAULT
66	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW
67	SPECIFICALLY DESCRIBED AUTOS
68	HIRED AUTOS ONLY
71	NONOWNED AUTOS ONLY

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345A**

GREAT WEST CASUALTY COMPANY

ITEM THREE: Covered "Autos" you own are shown on the Schedule of Autos.**ITEM FOUR:** Schedule of Hired or Borrowed covered "auto" coverage and premiums.

COVERED AUTOS LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – "AUTOS" USED IN YOUR MOTOR CARRIER OPERATIONS.

ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	ESTIMATED PREMIUM
IF ANY	INCLUDED	**

COVERED AUTOS LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – "AUTOS" NOT USED IN YOUR MOTOR CARRIER OPERATIONS.

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If liab. cov. is primary)	ESTIMATED PREMIUM

PHYSICAL DAMAGE COVERAGE. This coverage applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

COVERAGES	LIMIT OF INSURANCE The LIMIT OF INSURANCE applies regardless of the number of covered hired or borrowed "autos" involved in the "loss". The most we will pay for all "loss" to covered hired or borrowed "autos" is the amount shown below.	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus 1,000 Deductible for each covered "auto". No deductible applies to "loss" caused by fire or lightning.	**
SPECIFIED CAUSES OF "LOSS"	Actual Cash Value, Cost of Repairs or whichever is less minus Deductible for each covered "auto".	
COLLISION	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus 1,000 Deductible for each covered "auto".	**
TOTAL PREMIUM		**

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of "autos" (includes "trailers" and semi-trailers), and if not included therein;
- (b) The total remunerations of all operators and drivers helpers, of hired "autos" whether hired with a driver or lessor or an "employee" of the lessee, or any other third party; and
- (c) The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired "autos" whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

ITEM FIVE: Schedule for Non-Ownership Liability

Rating Basis	Number	Premium
Number of "Employees"	IF ANY	INCLUDED
Number of Partners	IF ANY	INCLUDED
TOTAL PREMIUM		INCLUDED

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

CA11310117 CA11430117 CA16120518 CA40010813 CA40020411 CA49601213
CA49960411 CA50720411 CA50791213 CA51341213 CA52150716 CA52221015

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

Issued to (Motor Carrier Name) and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on MAY 6 2019	Endorsement Effective MAY 1 2019	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i> (Authorized Company Representative)	

USI INSURANCE SERVICES LLC

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of **\$1,000,000** for each "accident".
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds.).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.

The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**SCHEDULE**

Limit of Insurance:	\$70,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".

We will apply the Limit of Insurance shown in the SCHEDULE on this endorsement or in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Auto Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers compensation, disability benefits or similar law or policy of insurance.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer of Rights of Recovery Against Others to Us** does not apply.

5. The following **Conditions** are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

- (2) Exceeds the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceeds, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

- (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

- (2) The Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Uninsured motor vehicle"** means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

Under this paragraph, "uninsured motor vehicle" does not include any vehicle or equipment that is owned by or furnished or available for the regular use of the Named Insured, or a "family member" of an individual named insured; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNDERINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**SCHEDULE**

Limit of Insurance:	\$70,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
 - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
 - b. We and an "insured" have reached a "settlement agreement".
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or

defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

6. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".
2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
 - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
 - b. Under any workers compensation, disability benefits or similar law or policy of insurance. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
 - c. Under any Auto Medical Payments Coverage.
3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply if, within two years after the date of the "accident":
 - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer of Rights of Recovery Against Others to Us**:

Transfer of Rights of Recovery Against Others to Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following **Conditions** are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Settlement agreement"** means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
3. **"Tentative settlement"** means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an "accident" involving an "underinsured motor vehicle".
4. **"Underinsured motor vehicle"** means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by any self-insurer under any applicable motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.
 - d. Which is an uninsured motor vehicle.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MOTOR CARRIER LAWS –AUTO LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

The following Condition is added:

When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor carrier financial responsibility law or regulation, the insurance provided by the Coverage Part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law or regulation to the extent of the coverage and limits of insurance required by that law or regulation. If a state law or regulation says we have to pay for a "loss" that is not covered by this Coverage Part, then you agree to reimburse us for the "loss" payment we made.

We may not cancel this endorsement without canceling the Coverage Part also. If you ask us to cancel or if we elect to cancel your Auto Insurance, then we will give 30 days notice in writing to any State Commission where a Certificate of Bodily Injury or Property Damage Liability Insurance has been filed by us. The 30 days notice time begins the day the notice is received in the State Commission Office.

We have filed a Motor Carrier Certificate of Bodily Injury or Property Damage Liability Insurance with these State Commissions:

ILLINOIS

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – LEASED AUTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**SCHEDULE**Policy Expiration Date: **MAY 1 2020**

Additional Insured (Lessor) and Address:

ANY LESSOR OF A "LEASED AUTO" OR ANY "EMPLOYEE", AGENT OR DRIVER OF THE LESSOR WHILE THE "LEASED AUTO" IS USED IN YOUR BUSINESS AS A "MOTOR CARRIER" FOR HIRE.

Description of "Leased Auto(s)":

ANY "AUTO" LEASED TO YOU WITH A DRIVER UNDER A WRITTEN LEASE AGREEMENT.**A. COVERAGE**

1. For a "leased auto", Who is an Insured is changed to include as an "insured" the lessor named or designated in the SCHEDULE on this endorsement. However, the lessor is an "insured" only when the "leased auto" is used in your business as a "motor carrier" for hire.
2. The coverages provided by this endorsement apply to any "leased auto" described in the SCHEDULE on this endorsement until:
 - a. The Policy Expiration Date shown in the SCHEDULE on this endorsement; or
 - b. When your lease terminates or expires, whichever occurs first.

B. ADDITIONAL DEFINITION

As used in this endorsement:

"Leased auto" means an "auto" designated or described in the SCHEDULE on this endorsement that is leased or rented to you with a driver, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written Lease Agreement.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

A. Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "loss", which requires you to furnish insurance to that person or organization of the type provided by this policy, but only to the extent of that liability arising out of your operations and activities.

However, the insurance afforded to such Additional Insured:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
3. Will not exceed the scope of coverage provided by this policy.

B. The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.

C. Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

When required by written contract or written agreement you enter into prior to the "loss", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance;
2. You have agreed in writing in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
3. The Additional Insured is not solely liable for the "loss".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have if you have agreed in a written contract or written agreement entered into prior to the "loss" that this insurance would waive any right of recovery.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by such contract or agreement to provide.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**A. The following exclusion is added to Covered Autos Liability Coverage:****SILICA OR SILICA-RELATED DUST EXCLUSION
FOR COVERED AUTOS EXPOSURE**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. **"Silica-related dust"** means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: **MCP49345A**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY EXCLUSION –BROKER OR FREIGHT FORWARDER OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

Covered Autos Liability Coverage shall not apply to transportation broker or freight forwarder operations of the "insured".

POLICY NUMBER: **MCP49345A**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SYMBOL DESCRIPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

COVERED "AUTOS" must be listed on a SCHEDULE on file with us that you are to send us every month and only for the amounts of insurance shown on that SCHEDULE. If you have not sent us a SCHEDULE of "autos" for the current reporting month, then amounts of insurance will be determined from the latest SCHEDULE we have received from you.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AFTER MARKET PARTS NOTICE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage or Garagekeepers Coverage, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. and B.6. are exceeded.

With respect to this exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage or Garagekeepers Coverage, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the 25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C.5. is exceeded.

With respect to this exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: **MCP49345A**

COMMERCIAL AUTO COVERAGE PART ILLINOIS MOTOR CARRIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations § Item One. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

49= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO. Any "auto" except for an owned "auto" of the "private passenger type".

50= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP. Any "auto" except an owned "auto" of the "private passenger type", van or pickup truck of 3/4 Ton load capacity or less.

51= LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

52= SPECIFIC LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

53= HIRED COMMERCIAL AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow.

54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY. Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

55= See the Declarations for the description of this symbol.

59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" on file with us that are leased by the "motor carrier" shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

61= ANY AUTO

62= OWNED AUTOS ONLY. Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

63= OWNED PRIVATE PASSENGER TYPE AUTOS ONLY. Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.

64= OWNED COMMERCIAL AUTOS ONLY. Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

65= OWNED AUTOS SUBJECT TO NO-FAULT.

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

66= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

67= SPECIFICALLY DESCRIBED AUTOS.

Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to any power unit described in Item Three).

68= HIRED AUTOS ONLY.

Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

71= NON-OWNED AUTOS ONLY.

Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 49, 50, 61, 62, 63, 64, 65 or 66 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, CERTAIN LEASED AUTOS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
4. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

If we initially defend an "insured" or pay for an "insured's" defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".

(4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

(5) Anyone who has hired or borrowed an "auto" from you that is used in a business other than yours unless under a written agreement you are required to hold them harmless.

(6) Anyone that is using an "auto" of yours under a written Trailer Interchange Agreement unless under a written agreement you are required to hold them harmless.

- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.
- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.

However, none of the following is an "insured":

- a. Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (1) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (a) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against the "insured" we defend.

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds or release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the

applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
 - (2) Provide the minimum amounts and types of other coverages, such as No-Fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. FELLOW EMPLOYEE

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. CARE, CUSTODY OR CONTROL

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement;
- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":
 - (1) is being used exclusively in your business as a "motor carrier"; and
 - (2) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver; or if the lessor is required by contract to hold you harmless.

- c. For "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

7. HANDLING OF PROPERTY

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- c. Machinery or equipment that is on, attached to or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, "your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

"Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. WRONG DELIVERY OF PRODUCTS

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

14. RACING

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

15. PUBLIC OR LIVERY PASSENGER CONVEYANCE

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

The Limit of Insurance provision applies except that we will apply the Covered Autos Liability Coverage limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

1. \$25,000 for "bodily injury" to any one person caused by any one "accident";
2. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$20,000 for "property damage" caused by any one "accident".

This provision will not change our total Limit of Insurance for Covered Autos Liability Coverage.

SECTION IV –PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage –Hitting A Bird Or Animal –Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;

- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

6. **Downtime Coverage**

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a.** Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b.** Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- c.** Tapes, records, discs or other audio, visual or data devices designed for use with audio, visual or data electronic equipment.
- d.** Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
- e.** Any sound and/or video reproducing equipment including antennas and other accessories unless it is designed to be operated solely by use of the power from the "auto's" electrical system and at the time of "loss" is permanently installed in or upon the covered "auto" or removable from a housing unit which is permanently installed in or upon the covered "auto".

- f.** Except for those listed in Paragraph e. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include any equipment designed to be operated solely by use of the power from the "auto's" electrical system that is necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

- g.** Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- 3.** Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

- 4.** We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

- 5.** We will not pay for "loss" of fuel.

- 6.** We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

- 7.** We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a.** Wear and tear, freezing, mechanical, structural or electrical breakdown.
- b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 8.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

- 9.** No "downtime" coverage applies:

- a.** For the theft of a covered "auto".
- b.** In the event of a total "loss" to a covered "auto".
- c.** While there are spare or reserve "autos" available to you for your operation.

10. We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMITS OF INSURANCE

1. The most we will pay for:
"Loss" to any one covered "auto" is the lesser of:
 - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.

- b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

4. Downtime Coverage

- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro-rated basis.
- b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

D. DEDUCTIBLE

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or

- (b) In the investigation of, settlement of or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss" or total "loss". When the property is a total "loss" and the "actual cash value" exceeds the stated limit of insurance, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the stated limit of insurance and the "actual cash value". Our share of the salvage is the same proportion that the stated limit of insurance bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the stated limit of insurance bears to the "actual cash value". If you want to keep your damaged property, then the amount we pay will be reduced by our share of the salvage value of the damaged property.

If the "loss" is a total "loss", our payment will include the applicable sales tax and fees for the damaged or stolen property up to the stated limit of insurance.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing to impair them.

B. GENERAL CONDITIONS**1. BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE – PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier" this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

- (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

- (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".

- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- h. When this Coverage Form and any other Coverage Form, policy or self-insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self-insurance covering on the same basis.

- i. Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

- (1) The "auto" is owned or held for sale or lease by a new or used vehicle dealership;

- (2) The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph (1) while your "auto" is being repaired or evaluated; and

- (3) The Limit of Insurance for Covered Autos Liability Coverage under this policy is at least:

- (a) \$100,000 for "bodily injury" to any one person caused by any one "accident";

- (b) \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and

- (c) \$50,000 for "property damage" caused by any one "accident".

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and

- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;

- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) The coverage territory is extended to anywhere in the world, except any jurisdiction that is the subject of any trade or economic sanction or embargo imposed by the United States of America through the Office of Foreign Assets Control, if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

SECTION VI –DEFINITIONS

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.

- E. **"Covered pollution cost or expense"** means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the

place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

F. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a "loss".

G. "Downtime" means the time a covered "auto" is out of service for repair and in the custody of a repair facility.

H. "Downtime period" begins on the first day that each of the following conditions are met:

1. We have given you our agreement to pay for final repairs;
2. You have given the repair facility your authorization for final repairs; and
3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

J. "Insured" means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

K. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any other contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.

L. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

M. "Loss" means direct and accidental "loss" or damage.

N. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
- The unlicensed vehicle is being taken for maintenance or repair; or
 - The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented "trailers" requiring maintenance or repair;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- O. **"Motor Carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- P. **"Occupying"** means in, upon, getting in, on, out or off.
- Q. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- R. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- S. **"Property damage"** means damage to or loss of use of tangible property.
- T. **"Suit"** means a civil proceeding in which:
- Damages because of "bodily injury" or "property damage"; or
 - A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- U. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- V. **"Trailer"** includes a semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.
- For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- W. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: **MCP49345A**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2019** to **MAY 1 2020** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE						
General Aggregate Limit (Other Than Products-Completed Operations)				\$2,000,000		
Products - Completed Operations Aggregate Limit				\$2,000,000		
Personal and Advertising Injury Limit				\$1,000,000		
Each Occurrence Limit				\$1,000,000		
Damage to Premises Rented to You Limit				\$100,000		Any One Premises
Medical Expense Limit				\$5,000		Any One Person
SCHEDULE						
Location of All Premises You Own, Rent or Occupy and Classification	Code No.	Premium Basis	Rate Pr/Co All Other		Advance Premium Pr/Co All Other	
TRUCK TERMINAL OPERATIONS 2300 ARTHUR AVE ELK GROVE VILLAGE, IL 60007-6015	[REDACTED]	[REDACTED]		[REDACTED]		**
PREMIUM FOR ENDORSEMENTS:						[REDACTED]
TOTAL ADVANCE PREMIUM:						**
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*						
CG04291204 CG10120817 CG49270115 CG49861015						

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

Whenever the term "policy" is used in any form listed above or in the Declarations or any related endorsement for General Liability, it is changed to "Coverage Part".

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

- A.** Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "occurrence" which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for the Additional Insured or at their premises.
- However, the insurance afforded to such Additional Insured:
1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
 3. Will not exceed the scope of coverage provided by this policy.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.
- C.** Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.
- When required by written contract or written agreement you enter into prior to the "occurrence", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
1. The Additional Insured is a Named Insured under such other insurance;
 2. You have agreed in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
 3. The Additional Insured is not solely liable for the "occurrence".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

If coverage provided to the Additional Insured is required by a written contract or written agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

When required by written contract or written agreement entered into prior to the "occurrence", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your operations for the Additional Insured or at their premises.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**A. The following exclusion is added:**

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusion; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or

- b. Protracted and obvious physical disfigurement; or

- c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", injury or environmental damage as may be defined in any applicable Coverage Part.

2. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. **"Other act of terrorism"** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

GREAT WEST CASUALTY COMPANY
 1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: **MCP49345A**

ILLINOIS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A

1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. This exclusion also does not apply to the defense or expenses of any party assumed in an "insured contract" as set forth in Paragraph 8. of Section I - Supplementary Payments.

c. ALCOHOLIC BEVERAGES

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented, leased or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that

premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented, leased or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other

operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

- (a) "auto"; or
- (b) aircraft (other than "unmanned aircraft"); or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This paragraph g.(2) exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented, leased or loaned to any insured.

This paragraph g.(2) exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

- (i) Less than 26 feet long; and
- (ii) Not being used to carry persons or property for a charge;

(c) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(d) "Bodily injury" or "property damage" arising out of the operation of:

- (i) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed;

(e) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery; or

(f) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

- (1) Property you own, rent, lease or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of any insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

This exclusion does not apply to any of "your products" or any part of "your products" if caused by a defect existing at the time it was sold or transferred to another arising only out of your business of selling or repairing "autos". However, subject to the Limit of Insurance, the coverage only applies to that amount of "property damage" to "your products" which exceeds \$250 for any one "occurrence".

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

q. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. ASBESTOS

"Bodily injury" or "property damage" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

s. SILICA OR SILICA-RELATED DUST

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

t. FUNGI OR BACTERIA

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

u. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c. through n.** do not apply to damage by fire to premises rented or leased to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section III - Limits of Insurance.

COVERAGE B

1. PERSONAL AND ADVERTISING INJURY LIABILITY

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured

against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. WAR

"Personal and advertising injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. ASBESTOS

"Personal and advertising injury" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or

- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

r. SILICA OR SILICA-RELATED DUST

- (1) "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

s. FUNGI OR BACTERIA

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

v. UNMANNED AIRCRAFT

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment of others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

COVERAGE C

1. MEDICAL EXPENSES

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own, rent or lease;
- (2) On ways next to premises you own, rent or lease; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own, rent or lease that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

6. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

7. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured we defend on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

8. Solely for the purposes of liability assumed for "bodily injury" and "property damage" in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be expenses we shall pay provided:

- a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

9. If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

These payments will not reduce the applicable Limits of Insurance.

SECTION II –WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your

business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented or leased to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III –LIMITS OF INSURANCE

1. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. PERSONAL AND ADVERTISING INJURY LIMIT

Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. EACH OCCURRENCE LIMIT

Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. DAMAGE TO PREMISES RENTED TO YOU LIMIT

Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented or leased to you, or in the case of damage by fire, while rented or leased to you or temporarily occupied by you with permission of the owner.

7. MEDICAL EXPENSE LIMIT

Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV –COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. You must see to it that we and any other insurer which has available insurance for a loss we cover under Coverage A or B of this Coverage Part are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Promptly tender the defense of any claim made or "suit" to any other insurer which also has available insurance for a loss which we cover under Coverage A or B of this Coverage Part.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance or self-insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance or self-insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

- (a) Any of the other insurance or self-insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage or self-insurance for "your work";
 - (ii) That is Fire insurance or self-insurance for premises rented or leased to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you or self-insurance to cover your liability as a tenant for "property damage" to premises rented or leased to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I, Coverage A - Bodily Injury and Property Damage Liability.
- (b) Any other primary insurance or self-insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer or you as a self-insurer have a duty to defend the insured against that "suit". If no other insurer defends or you as a self-insurer must defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance or self-insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance or self-insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance or self-insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V – DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

8. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

9. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. above does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural, or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - (1) The unlicensed vehicle is being taken for maintenance or repair; or
 - (2) The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 14. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;

- b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
16. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
17. **"Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, rent or lease and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, including an aircraft or watercraft, not owned or operated by any insured, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 19. "Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 20. "Silica-related dust"** means a mixture or combination of silica and other dust or particles.
- 21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 23. "Unmanned aircraft"** means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

- 24. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: **MCP49345A**COMMERCIAL GENERAL LIABILITY
CG 04 29 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLLUTION EXCLUSION – LIMITED EXCEPTION
FOR A SHORT-TERM POLLUTION EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

A. The following replaces Exclusion f. under Paragraph 2. **Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability:**

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed

for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured:

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the **Definitions** Section:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

e. Does not originate from an "underground storage tank"; and

- f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

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POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SINGLE DEDUCTIBLE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**A. Section IV. - Deductible in the Commercial Auto Coverage Part is changed to read as follows:**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a "loss" to more than one covered "auto" when such "autos" are attached to one another at the time of "loss", then only the highest single deductible for any of the covered "autos" attached to one another and involved in the "loss" will apply.

B. The following is added to Section I. - Deductible in the Commercial Inland Marine Coverage Part - Cargo Coverage:

If the "covered property" is on a covered "auto" at the time of the "loss", and there is a "loss" to both the "covered property" and at least one covered "auto", then only:

- a. The deductible shown on the Declarations, or
- b. The applicable deductible on the Commercial Auto Coverage Part, whichever is higher, will apply.

If there is no "loss" to any covered "auto" or the "covered property" is not on the "auto" at the time of the "loss", then the deductible shown on the Declarations shall apply.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HYDROFRACKING EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC**A. The following is added to Commercial Auto Coverage Part - Section II § Covered Autos Liability Coverage - Exclusions:**

This insurance does not apply to any of the following:

1. "Bodily injury", "property damage" or "covered pollution cost or expense" arising, in whole or in part, out of "hydrofracking" or the storage or disposal of any "flowback", by any "insured" or by any other person or entity.
2. Payment for the investigation or defense of any "loss", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

B. The following is added to Commercial General Liability Coverage Form - Section I § Coverages - Exclusions:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising, in whole or in part, out of "hydrofracking" or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity.

2. Any cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of "hydrofracking" or "flowback".
3. Payment for the investigation or defense of any "occurrence", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Hydrofracking"** or hydraulic fracturing means the process by which water, proppants and/or chemicals are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of natural gas and/or oil.
2. **"Flowback"** or produced water means any wastewater containing returned "hydrofracking" fluid, including but not limited to water, proppants, "hydrofracking" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the wastewater.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CHANGES –CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL UMBRELLA COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

A. The term "spouse" is replaced by the following:
 Spouse or party to a civil union.

B. Under the Commercial Auto Coverage Part, the term "Family member" is replaced by the following:
"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART
 TRUCKERS EXCESS POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material"
 - (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the

United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

- a. **"Hazardous properties"** include radioactive, toxic or explosive properties;
- b. **"Nuclear material"** means "source material", "Special nuclear material" or "by-product material";
- c. **"Source material"**, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. **"Waste"** means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- f. **"Nuclear facility"** means:
 - (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **"Property damage"** includes all forms of radioactive contamination of property.

POLICY NUMBER: **MCP49345A****ILLINOIS COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.
2. We may cancel this policy by mailing to you at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less and is not a renewal or continuation policy.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for 61 days or more or is a renewal or continuation policy.
3. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy.
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

If we decide not to renew or continue this policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

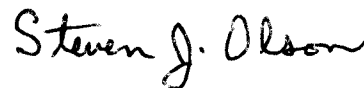
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 7 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 7 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 24 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CG 49 68 10 01 CONTRACTUAL LIABILITY - RAILROADS

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY –RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 24 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC 6015**SCHEDULE**

NAME OF RAILROAD:



- A.** With respect to the insurance afforded the railroad shown in the SCHEDULE on this endorsement, this insurance shall apply as primary and not excess.
- B.** With respect to the insurance afforded the railroad shown in the SCHEDULE on this endorsement, the following is changed in the Definitions Section - **Insured Contract** -Subparagraph c. to read:
 - c.** Any easement or license agreement, including those in connection with construction or demolition operations on or within 50 feet of a railroad.
- C.** The Definitions Section - **Insured Contract** - Subparagraph f.(1) is deleted.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 30 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED GU 49 06 10 10 NIE - NAMED INSURED

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
TRUCKERS EXCESS POLICY
COMMERCIAL EXCESS INSURANCE POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 30 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC 6015

The Named Insured shown in the Declarations shall include:



Named Insured (continued)

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POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 30 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 4

USI INSURANCE SERVICES LLC 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 30 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 4

USI INSURANCE SERVICES LLC 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 24 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 5

USI INSURANCE SERVICES LLC 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CG 49 68 10 01 CONTRACTUAL LIABILITY - RAILROADS

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY –RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 24 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 5

USI INSURANCE SERVICES LLC 6015**SCHEDULE**

NAME OF RAILROAD:



- A.** With respect to the insurance afforded the railroad shown in the SCHEDULE on this endorsement, this insurance shall apply as primary and not excess.
- B.** With respect to the insurance afforded the railroad shown in the SCHEDULE on this endorsement, the following is changed in the Definitions Section - **Insured Contract** -Subparagraph c. to read:
 - c.** Any easement or license agreement, including those in connection with construction or demolition operations on or within 50 feet of a railroad.
- C.** The Definitions Section - **Insured Contract** - Subparagraph f.(1) is deleted.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective DECEMBER 19 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective DECEMBER 19 2019
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ANY COVERED "AUTO" HIRED OR BORROWED FROM THE LOSS PAYEE SHOWN ABOVE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 7

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

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POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 7

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 24 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 8

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 24 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 8

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**

[REDACTED]

[REDACTED]

[REDACTED]

Estimated Premium:

Deposit:

NONE

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. We will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the prompt payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the right without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy. Following the expiration of the policy and the calculation of the premium due, the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

POLICY NUMBER: **MCP49345A****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

**CHANGED GU 49 20 04 19 PREMIUM DETERMINATION – REPORTING BASIS
ISSUED 05/01/2019 IS DELETED.
GU 49 20 04 19 PREMIUM DETERMINATION – REPORTING BASIS
EFFECTIVE 05/01/2020 HAS BEEN ADDED.**

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345A**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPOSIT RETURN

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015**FOR A RETURN PREMIUM OF** The **DEPOSIT PREMIUM** is returned effective **MAY 1 2020**

Hearing Date: 4/9/2024 10:00 AM

Location: Court Room 2510

Judge: Mullen, Michael Tully

FILED
12/8/2023 4:52 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2023CH09927
Calendar, 8
25529905

Exhibit 3

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

**GREAT WEST CASUALTY COMPANY***The Difference is Service®*

1100 West 29th Street
South Sioux City, NE 68776

October 3, 2023

TO WHOM IT MAY CONCERN:

I do hereby certify that this is a true and correct copy of Policy MCP49345B issued to CR EXPRESS INC, 2300 ARTHUR AVE, ELK GROVE VILLAGE, IL 60007, by Great West Casualty Company, South Sioux City, Nebraska, 68776. This policy was in effect from MAY 1, 2020 to MAY 1, 2021.

Yours very truly,
GREAT WEST CASUALTY COMPANY

DocuSigned by:


FABEF00D0F834C6

MARCY MEYER
SUPERVISOR, UNDERWRITING

MTP
Enc.

CONFIDENTIAL



OLD REPUBLIC INSURANCE GROUP

GWCC 0115

Certificate Of Completion

Envelope Id: FC09793A47BD4F3594D27B5CE97BE8D8

Status: Completed

Subject: Complete with DocuSign: MCP49345B CR EXPRESS INC..pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Melanie Pickering

AutoNav: Enabled

1100 W 29th St

Envelope Stamping: Enabled

South Sioux City, NE 68776-3130

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

M.PICKERING@gwccnet.com

IP Address: 165.225.33.71

Record Tracking

Status: Original

Holder: Melanie Pickering

Location: DocuSign

10/3/2023 8:21:14 AM

M.PICKERING@gwccnet.com

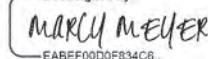
Signer Events

MARCY MEYER

M.MEYER@GWCCNET.COM

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



EABEF00D0F834C6...

Timestamp

Sent: 10/3/2023 8:21:46 AM

Viewed: 10/3/2023 8:27:24 AM

Signed: 10/3/2023 8:27:30 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.33.94

Electronic Record and Signature Disclosure:

Accepted: 10/3/2023 8:27:24 AM

ID: c6204a47-2149-4afe-b5c8-19914f332a98

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/3/2023 8:21:46 AM

Certified Delivered

Security Checked

10/3/2023 8:27:24 AM

Signing Complete

Security Checked

10/3/2023 8:27:30 AM

Completed

Security Checked

10/3/2023 8:27:30 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**

Estimated Premium:

Deposit:

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
TRUCKERS EXCESS POLICY
COMMERCIAL EXCESS INSURANCE POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The Named Insured shown in the Declarations shall include:



Named Insured (continued)

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

GREAT WEST CASUALTY COMPANY

A Stock Company
1100 West 29th Street, South Sioux City, NE 68776

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NUMBER: **MCP49345B**

Renewal of Number: **MCP49345A**

Named Insured and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**

Policy Period: From **MAY 1 2020** to **MAY 1 2021** at 12:01 A.M. Standard Time
at your address shown above.

Business Description: **TRUCKER - CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

**COMMERCIAL AUTO COVERAGE - MOTOR CARRIER
COMMERCIAL GENERAL LIABILITY COVERAGE**

PREMIUM
**
**

**** SEE DEFINITION ON PAGE 2 OF THIS DECLARATION PAGE.**

**DEPOSIT IN ADDITION TO PREMIUM: ...
PREMIUM DUE NOW NOT INCLUDED IN RATE**

**AMOUNT DUE NOW
Total Policy PREMIUM**

**\$
\$

Forms and endorsements made a part of this policy at time of issue:*

**DE00011213 DE00050400 DE00101213 DE00300115 GU49050716 GU49061010
GU49100187 GU49200520 GU49521010 GU49561010 GU50160914 PC00120118**

*Forms and Endorsements omitted if shown in specific Coverage Part Declarations.

Agent: **WILLIAM HUNT
USI INSURANCE SERVICES LLC (IL) 6015
2021 SPRING RD STE 100
OAK BROOK IL 60523**

In various places on our policy, we may use abbreviations. This is what they mean:

TERM	MEANS
ACV	Actual Cash Value
BI	Bodily Injury
Coll	Collision
Comp	Comprehensive
Cov	Coverage
DBA	Doing Business As
Ded	Deductible
Incl	Included
Ins	Insurance
Liab	Liability
Med Pay	Medical Payments
PD	Property Damage
Phys Damage	Physical Damage
PIP	Personal Injury Protection
PR/Co	Products/Completed Operations
Spec Perils	Specified Perils
UIM	Underinsured Motorists
UM	Uninsured Motorists

****SEE DE 00 10 12 13 MOTOR CARRIER COVERAGE FORM DECLARATIONS,
DE 00 30 01 15 COMMERCIAL GENERAL LIABILITY DECLARATIONS,
GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS,
AND THE ADDITIONAL ENDORSEMENTS ATTACHED TO THIS POLICY FOR HOW
PREMIUMS WILL BE DETERMINED.**

COMMERCIAL LINES POLICY SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: **MCP49345B**

GREAT WEST CASUALTY COMPANY
P. O. Box 277, South Sioux City, NE 68776

EXTENDED SCHEDULE OF COVERAGES

This policy provides the following additional coverage(s). Please read the endorsement(s) for a complete description of coverage.

PREMIUM

CA52221015 ABA - BLANKET ADDL INSR AND WAIVER OF TRANSFER OF RIGHTS



CG49861015 ABG - BLANKET ADDL INSD AND WAIVER OF TRANSFER OF RIGHTS



SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345B****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE LIABILITY TRACTOR	RADIUS 500	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	**
				UIM.....	**
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE PHYS DAMAGE TRACTOR	RADIUS 500	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
SEE LOSS PAYABLE CLAUSE(S)					
ATTACHED TO POLICY					
				COMP	
				SPEC PERILS	
				COLLISION	2,500 **
				CARGO	2,500 **
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE LIABILITY TRAILER	RADIUS 500	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE PHYS DAMAGE TRAILER	RADIUS 500	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
SEE LOSS PAYABLE CLAUSE(S)					
ATTACHED TO POLICY					
				COMP	
				SPEC PERILS	
				COLLISION	2,500 **
				CARGO	2,500 **
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE LIABILITY TRUCK	RADIUS 500	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	**
				UIM.....	**
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345B****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE PHYS DAMAGE TRUCK	RADIUS 500	COVERAGE	PREMIUM
TYPE REPORTING UNIT				LIABILITY.....	
SERIAL NUMBER				PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND: SEE LOSS PAYABLE CLAUSE(S) ATTACHED TO POLICY				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	2,500 **
				SPEC PERILS	
				COLLISION	2,500 **
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE LIABILITY OTHER	RADIUS 500	COVERAGE	PREMIUM
TYPE REPORTING UNIT				LIABILITY.....	**
SERIAL NUMBER				PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	**
				UIM.....	**
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE PHYS DAMAGE OTHER	RADIUS 500	COVERAGE	PREMIUM
TYPE REPORTING UNIT				LIABILITY.....	
SERIAL NUMBER				PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND: SEE LOSS PAYABLE CLAUSE(S) ATTACHED TO POLICY				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	2,500 **
				SPEC PERILS	
				COLLISION	2,500 **
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/20** CANCEL DATE:
 CHANGE DATE: **5/02/20**

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
TYPE				LIABILITY.....	
SERIAL NUMBER				PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
TYPE				LIABILITY.....	
SERIAL NUMBER				PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345B**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

ITEM ONE

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2020** to **MAY 1 2021** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: Schedule of Coverages and Covered "Autos"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form shows which "autos" are covered "autos")	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR "LOSS"	PREMIUM
COVERED AUTOS LIABILITY	50	\$1,000,000	**
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault Coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	
MEDICAL PAYMENTS			
UNINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNINSURED MOTORISTS COVERAGE ENDORSEMENT	**
UNDERINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT	**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
PHYSICAL DAMAGE SPECIFIED CAUSES OF "LOSS" COVERAGE			
PHYSICAL DAMAGE COLLISION COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
PREMIUM FOR ENDORSEMENTS			
COVERAGE PART PREMIUM			**

The following is a brief description of what the Covered "Auto" Symbols mean. Please read the Motor Carrier Coverage Form for a complete description:

SYMBOL	DESCRIPTION
49	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO
50	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP
51	LEASED COMMERCIAL AUTOS
52	SPECIFIC LEASED COMMERCIAL AUTOS
53	HIRED COMMERCIAL AUTOS ONLY
54	HIRED PRIVATE PASSENGER TYPE AUTOS ONLY
55	SEE ENDORSEMENT CA 49 96 04 11 SYMBOL DESCRIPTION
59	INDEPENDENT CONTRACTOR COMMERCIAL AUTOS Name of Motor Carrier:
61	ANY AUTO
62	OWNED AUTOS ONLY
63	OWNED PRIVATE PASSENGER TYPE AUTOS ONLY
64	OWNED COMMERCIAL AUTOS ONLY
65	OWNED AUTOS SUBJECT TO NO-FAULT
66	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW
67	SPECIFICALLY DESCRIBED AUTOS
68	HIRED AUTOS ONLY
71	NONOWNED AUTOS ONLY

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345B**

GREAT WEST CASUALTY COMPANY

ITEM THREE: Covered "Autos" you own are shown on the Schedule of Autos.**ITEM FOUR:** Schedule of Hired or Borrowed covered "auto" coverage and premiums.

COVERED AUTOS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - "AUTOS" USED IN YOUR MOTOR CARRIER OPERATIONS.

ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	ESTIMATED PREMIUM
IF ANY	INCLUDED	**

COVERED AUTOS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - "AUTOS" NOT USED IN YOUR MOTOR CARRIER OPERATIONS.

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If liab. cov. is primary)	ESTIMATED PREMIUM

PHYSICAL DAMAGE COVERAGE. This coverage applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

COVERAGES	LIMIT OF INSURANCE The LIMIT OF INSURANCE applies regardless of the number of covered hired or borrowed "autos" involved in the "loss". The most we will pay for all "loss" to covered hired or borrowed "autos" is the amount shown below.	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus 1,000 Deductible for each covered "auto". No deductible applies to "loss" caused by fire or lightning.	**
SPECIFIED CAUSES OF "LOSS"	Actual Cash Value, Cost of Repairs or whichever is less minus Deductible for each covered "auto".	
COLLISION	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus 1,000 Deductible for each covered "auto".	**
TOTAL PREMIUM		**

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of "autos" (includes "trailers" and semi-trailers), and if not included therein;
- (b) The total remunerations of all operators and drivers helpers, of hired "autos" whether hired with a driver or lessor or an "employee" of the lessee, or any other third party; and
- (c) The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired "autos" whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

ITEM FIVE: Schedule for Non-Ownership Liability

Rating Basis	Number	Premium
Number of "Employees"	IF ANY	INCLUDED
Number of Partners	IF ANY	INCLUDED
TOTAL PREMIUM		INCLUDED

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

CA11310117 CA11430117 CA16120518 CA40010813 CA40020411 CA49080411
CA49601213 CA49960411 CA50720411 CA50791213 CA51341213 CA52150716
CA52221015

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**This endorsement modifies insurance provided
under the following:**COMMERCIAL AUTO COVERAGE PART**

Issued to (Motor Carrier Name) and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on MAY 4 2020	Endorsement Effective MAY 1 2020	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i> (Authorized Company Representative)	

USI INSURANCE SERVICES LLC (IL)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of **\$1,000,000** for each "accident".
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds.).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.
The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**

Limit of Insurance:	\$70,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".

We will apply the Limit of Insurance shown in the SCHEDULE on this endorsement or in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Auto Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers compensation, disability benefits or similar law or policy of insurance.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer of Rights of Recovery Against Others to Us** does not apply.

5. The following **Conditions** are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

- (2) Exceeds the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceeds, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

- (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

- (2) The Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Uninsured motor vehicle"** means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

Under this paragraph, "uninsured motor vehicle" does not include any vehicle or equipment that is owned by or furnished or available for the regular use of the Named Insured, or a "family member" of an individual named insured; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNDERINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**

Limit of Insurance:	\$70,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
 - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
 - b. We and an "insured" have reached a "settlement agreement".
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or

defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

6. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".
2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
 - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
 - b. Under any workers compensation, disability benefits or similar law or policy of insurance. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
 - c. Under any Auto Medical Payments Coverage.
3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply if, within two years after the date of the "accident":
 - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer of Rights of Recovery Against Others to Us**:

Transfer of Rights of Recovery Against Others to Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following **Conditions** are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Settlement agreement"** means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
3. **"Tentative settlement"** means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an "accident" involving an "underinsured motor vehicle".
4. **"Underinsured motor vehicle"** means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by any self-insurer under any applicable motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.
 - d. Which is an uninsured motor vehicle.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MOTOR CARRIER LAWS –AUTO LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The following Condition is added:

When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor carrier financial responsibility law or regulation, the insurance provided by the Coverage Part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law or regulation to the extent of the coverage and limits of insurance required by that law or regulation. If a state law or regulation says we have to pay for a "loss" that is not covered by this Coverage Part, then you agree to reimburse us for the "loss" payment we made.

We may not cancel this endorsement without canceling the Coverage Part also. If you ask us to cancel or if we elect to cancel your Auto Insurance, then we will give 30 days notice in writing to any State Commission where a Certificate of Bodily Injury or Property Damage Liability Insurance has been filed by us. The 30 days notice time begins the day the notice is received in the State Commission Office.

We have filed a Motor Carrier Certificate of Bodily Injury or Property Damage Liability Insurance with these State Commissions:

ILLINOIS

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – LEASED AUTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**Policy Expiration Date: **MAY 1 2021**

Additional Insured (Lessor) and Address:

ANY LESSOR OF A "LEASED AUTO" OR ANY "EMPLOYEE", AGENT OR DRIVER OF THE LESSOR WHILE THE "LEASED AUTO" IS USED IN YOUR BUSINESS AS A "MOTOR CARRIER" FOR HIRE.

Description of "Leased Auto(s)":

ANY "AUTO" LEASED TO YOU WITH A DRIVER UNDER A WRITTEN LEASE AGREEMENT.**A. COVERAGE**

1. For a "leased auto", Who is an Insured is changed to include as an "insured" the lessor named or designated in the SCHEDULE on this endorsement. However, the lessor is an "insured" only when the "leased auto" is used in your business as a "motor carrier" for hire.
2. The coverages provided by this endorsement apply to any "leased auto" described in the SCHEDULE on this endorsement until:
 - a. The Policy Expiration Date shown in the SCHEDULE on this endorsement; or
 - b. When your lease terminates or expires, whichever occurs first.

B. ADDITIONAL DEFINITION

As used in this endorsement:

"Leased auto" means an "auto" designated or described in the SCHEDULE on this endorsement that is leased or rented to you with a driver, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written Lease Agreement.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

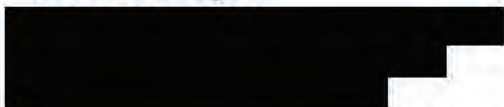
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A. We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B. The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C. We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D. If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E. If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F. The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

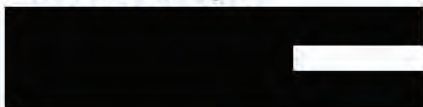
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: MCP49345B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

A. Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "loss", which requires you to furnish insurance to that person or organization of the type provided by this policy, but only to the extent of that liability arising out of your operations and activities.

However, the insurance afforded to such Additional Insured:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
3. Will not exceed the scope of coverage provided by this policy.

B. The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.

C. Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

When required by written contract or written agreement you enter into prior to the "loss", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance;
2. You have agreed in writing in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
3. The Additional Insured is not solely liable for the "loss".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have if you have agreed in a written contract or written agreement entered into prior to the "loss" that this insurance would waive any right of recovery.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by such contract or agreement to provide.

POLICY NUMBER: MCP49345B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SILICA OR SILICA-RELATED DUST EXCLUSION
FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. The following exclusion is added to Covered Autos Liability Coverage:****SILICA OR SILICA-RELATED DUST EXCLUSION
FOR COVERED AUTOS EXPOSURE**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "**Silica**" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "**Silica-related dust**" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: **MCP49345B**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY EXCLUSION –BROKER OR FREIGHT FORWARDER OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Covered Autos Liability Coverage shall not apply to transportation broker or freight forwarder operations of the "insured".

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SYMBOL DESCRIPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

COVERED "AUTOS" must be listed on a SCHEDULE on file with us that you are to send us every month and only for the amounts of insurance shown on that SCHEDULE. If you have not sent us a SCHEDULE of "autos" for the current reporting month, then amounts of insurance will be determined from the latest SCHEDULE we have received from you.

POLICY NUMBER: **MCP49345B**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AFTER MARKET PARTS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage or Garagekeepers Coverage, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. and B.6. are exceeded.

With respect to this exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage or Garagekeepers Coverage, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the 25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C.5. is exceeded.

With respect to this exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: MCP49345B

COMMERCIAL AUTO COVERAGE PART ILLINOIS MOTOR CARRIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations § Item One. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

49= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO. Any "auto" except for an owned "auto" of the "private passenger type".

50= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP. Any "auto" except an owned "auto" of the "private passenger type", van or pickup truck of 3/4 Ton load capacity or less.

51= LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

52= SPECIFIC LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of thirty (30) days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

53= HIRED COMMERCIAL AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow.

54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY. Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

55= See the Declarations for the description of this symbol.

59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" on file with us that are leased by the "motor carrier" shown in the Declarations under this symbol and only while under a written lease agreement of thirty (30) days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

61= ANY AUTO

62= OWNED AUTOS ONLY. Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

63= OWNED PRIVATE PASSENGER TYPE AUTOS ONLY. Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.

64= OWNED COMMERCIAL AUTOS ONLY. Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

65= OWNED AUTOS SUBJECT TO NO-FAULT.

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

66= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.

Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

67= SPECIFICALLY DESCRIBED AUTOS.

Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to any power unit described in Item Three).

71= NON-OWNED AUTOS ONLY.

Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 49, 50, 61, 62, 63, 64, 65 or 66 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, CERTAIN LEASED AUTOS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
4. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

If we initially defend an "insured" or pay for an "insured's" defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".

(4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

(5) Anyone who has hired or borrowed an "auto" from you that is used in a business other than yours unless under a written agreement you are required to hold them harmless.

(6) Anyone that is using an "auto" of yours under a written Trailer Interchange Agreement unless under a written agreement you are required to hold them harmless.

- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.
- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.

However, none of the following is an "insured":

- a. Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (1) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (a) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against the "insured" we defend.

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds or release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the

applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
 - (2) Provide the minimum amounts and types of other coverages, such as No-Fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. FELLOW EMPLOYEE

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. CARE, CUSTODY OR CONTROL

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement;
- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":
 - (1) is being used exclusively in your business as a "motor carrier"; and
 - (2) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver; or if the lessor is required by contract to hold you harmless.

- c. For "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

7. HANDLING OF PROPERTY

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- c. Machinery or equipment that is on, attached to or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, "your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

"Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. WRONG DELIVERY OF PRODUCTS

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

14. RACING

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

15. PUBLIC OR LIVERY PASSENGER CONVEYANCE

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

The Limit of Insurance provision applies except that we will apply the Covered Autos Liability Coverage limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

1. \$25,000 for "bodily injury" to any one person caused by any one "accident";
2. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$20,000 for "property damage" caused by any one "accident".

This provision will not change our total Limit of Insurance for Covered Autos Liability Coverage.

SECTION IV –PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage –Hitting A Bird Or Animal –Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;

- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle.

However, the most we will pay is \$20 per day, to a maximum of \$600. This coverage does not apply to shipping containers.

6. **Downtime Coverage**

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a.** Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b.** Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- c.** Tapes, records, discs or other audio, visual or data devices designed for use with audio, visual or data electronic equipment.
- d.** Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
- e.** Any sound and/or video reproducing equipment including antennas and other accessories unless it is designed to be operated solely by use of the power from the "auto's" electrical system and at the time of "loss" is permanently installed in or upon the covered "auto" or removable from a housing unit which is permanently installed in or upon the covered "auto".

- f.** Except for those listed in Paragraph e. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include any equipment designed to be operated solely by use of the power from the "auto's" electrical system that is necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

- g.** Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".

- 3.** Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.

- 4.** We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.

- 5.** We will not pay for "loss" of fuel.

- 6.** We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.

- 7.** We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a.** Wear and tear, freezing, mechanical, structural or electrical breakdown.
- b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 8.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

- 9.** No "downtime" coverage applies:

- a.** For the theft of a covered "auto".
- b.** In the event of a total "loss" to a covered "auto".
- c.** While there are spare or reserve "autos" available to you for your operation.

10. We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMITS OF INSURANCE

1. The most we will pay for:
"Loss" to any one covered "auto" is the lesser of:
 - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.

- b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

4. Downtime Coverage

- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro-rated basis.
- b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

D. DEDUCTIBLE

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or

- (b) In the investigation of, settlement of or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss" or total "loss". When the property is a total "loss" and the "actual cash value" exceeds the stated limit of insurance, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the stated limit of insurance and the "actual cash value". Our share of the salvage is the same proportion that the stated limit of insurance bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the stated limit of insurance bears to the "actual cash value". If you want to keep your damaged property, then the amount we pay will be reduced by our share of the salvage value of the damaged property.

If the "loss" is a total "loss", our payment will include the applicable sales tax and fees for the damaged or stolen property up to the stated limit of insurance.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing to impair them.

B. GENERAL CONDITIONS**1. BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE – PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier" this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

(2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.

f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

h. When this Coverage Form and any other Coverage Form, policy or self-insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self-insurance covering on the same basis.

i. Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

(1) The "auto" is owned or held for sale or lease by a new or used vehicle dealership;

(2) The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph (1) while your "auto" is being repaired or evaluated; and

(3) The Limit of Insurance for Covered Autos Liability Coverage under this policy is at least:

(a) \$100,000 for "bodily injury" to any one person caused by any one "accident";

(b) \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and

(c) \$50,000 for "property damage" caused by any one "accident".

6. PREMIUM AUDIT

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) The coverage territory is extended to anywhere in the world, except any jurisdiction that is the subject of any trade or economic sanction or embargo imposed by the United States of America through the Office of Foreign Assets Control, if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

SECTION VI - DEFINITIONS

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.

- E. **"Covered pollution cost or expense"** means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the

place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

F. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a "loss".

G. "Downtime" means the time a covered "auto" is out of service for repair and in the custody of a repair facility.

H. "Downtime period" begins on the first day that each of the following conditions are met:

1. We have given you our agreement to pay for final repairs;
2. You have given the repair facility your authorization for final repairs; and
3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

J. "Insured" means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

K. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any other contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.

L. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

M. "Loss" means direct and accidental "loss" or damage.

N. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
- The unlicensed vehicle is being taken for maintenance or repair; or
 - The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented "trailers" requiring maintenance or repair;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- O. **"Motor Carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- P. **"Occupying"** means in, upon, getting in, on, out or off.
- Q. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- R. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- S. **"Property damage"** means damage to or loss of use of tangible property.
- T. **"Suit"** means a civil proceeding in which:
- Damages because of "bodily injury" or "property damage"; or
 - A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- U. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- V. **"Trailer"** includes a semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.
- For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- W. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: **MCP49345B**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2020** to **MAY 1 2021** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE						
General Aggregate Limit (Other Than Products-Completed Operations)				\$2,000,000		
Products - Completed Operations Aggregate Limit				\$2,000,000		
Personal and Advertising Injury Limit				\$1,000,000		
Each Occurrence Limit				\$1,000,000		
Damage to Premises Rented to You Limit				\$100,000		Any One Premises
Medical Expense Limit				\$5,000		Any One Person
SCHEDULE						
Location of All Premises You Own, Rent or Occupy and Classification	Code No.	Premium Basis	Rate Pr/Co All Other		Advance Premium Pr/Co All Other	
TRUCK TERMINAL OPERATIONS 2300 ARTHUR AVE ELK GROVE VILLAGE, IL 60007-6015						**
PREMIUM FOR ENDORSEMENTS:						
TOTAL ADVANCE PREMIUM:					**	
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*						
CG04291204 CG10120520 CG49270115 CG49861015						

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

Whenever the term "policy" is used in any form listed above or in the Declarations or any related endorsement for General Liability, it is changed to "Coverage Part".

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

- A.** Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "occurrence" which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for the Additional Insured or at their premises.
- However, the insurance afforded to such Additional Insured:
1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
 3. Will not exceed the scope of coverage provided by this policy.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.
- C.** Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.
- When required by written contract or written agreement you enter into prior to the "occurrence", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
1. The Additional Insured is a Named Insured under such other insurance;
 2. You have agreed in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
 3. The Additional Insured is not solely liable for the "occurrence".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

If coverage provided to the Additional Insured is required by a written contract or written agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

When required by written contract or written agreement entered into prior to the "occurrence", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your operations for the Additional Insured or at their premises.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. The following exclusion is added:**

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusion; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or

- b. Protracted and obvious physical disfigurement; or

- c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", injury or environmental damage as may be defined in any applicable Coverage Part.

2. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. **"Other act of terrorism"** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: MCP49345B

ILLINOIS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A

1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. This exclusion also does not apply to the defense or expenses of any party assumed in an "insured contract" as set forth in Paragraph 8. of Section I - Supplementary Payments.

c. ALCOHOLIC BEVERAGES

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented, leased or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented, leased or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

(a) "auto"; or

(b) aircraft (other than "unmanned aircraft"); or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This paragraph g.(2) exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented, leased or loaned to any insured.

This paragraph g.(2) exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(d) "Bodily injury" or "property damage" arising out of the operation of:

- (i) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed;

- (e) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery; or
- (f) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

- (1) Property you own, rent, lease or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

This exclusion does not apply to any of "your products" or any part of "your products" if caused by a defect existing at the time it was sold or transferred to another arising only out of your business of selling or repairing "autos". However, subject to the Limit of Insurance, the coverage only applies to that amount of "property damage" to "your products" which exceeds \$250 for any one "occurrence".

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
(2) "Your work"; or
(3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

- (1) A person arising out of any:
(a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

q. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. ASBESTOS

"Bodily injury" or "property damage" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or

- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

s. SILICA OR SILICA-RELATED DUST

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

t. FUNGI OR BACTERIA

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

u. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

v. CANNABIS

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
 - (b) The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
- (2) "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph v.(1) or v.(2) above.

However, Paragraph v.(1)(b) does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible

But only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

Exclusions **c. through n.** do not apply to damage by fire to premises rented or leased to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section III - Limits of Insurance.

COVERAGE B**1. PERSONAL AND ADVERTISING INJURY LIABILITY**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. WAR

"Personal and advertising injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. ASBESTOS

"Personal and advertising injury" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

r. SILICA OR SILICA-RELATED DUST

- (1) "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

s. FUNGI OR BACTERIA

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

v. UNMANNED AIRCRAFT

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment of others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

w. CANNABIS

"Personal and advertising injury" arising out of:

- (1) The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
- (2) The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the offense which caused the "personal and advertising injury" involved that which is described above.

The exclusion in Paragraph w. above does not apply to "personal and advertising injury" arising out of the following offenses:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

COVERAGE C

1. MEDICAL EXPENSES

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own, rent or lease;
 - (2) On ways next to premises you own, rent or lease; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own, rent or lease that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

6. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
7. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured we defend on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
8. Solely for the purposes of liability assumed for "bodily injury" and "property damage" in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be expenses we shall pay provided:
- a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.
9. If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.
- These payments will not reduce the applicable Limits of Insurance.

SECTION II –WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented or leased to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such.

That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III –LIMITS OF INSURANCE

1. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. PERSONAL AND ADVERTISING INJURY LIMIT

Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. EACH OCCURRENCE LIMIT

Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. DAMAGE TO PREMISES RENTED TO YOU LIMIT

Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented or leased to you, or in the case of damage by fire, while rented or leased to you or temporarily occupied by you with permission of the owner.

7. MEDICAL EXPENSE LIMIT

Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- a. You must see to it that we and any other insurer which has available insurance for a loss we cover under Coverage A or B of this Coverage Part are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Promptly tender the defense of any claim made or "suit" to any other insurer which also has available insurance for a loss which we cover under Coverage A or B of this Coverage Part.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance or self-insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance or self-insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

- (a) Any of the other insurance or self-insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage or self-insurance for "your work";
 - (ii) That is Fire insurance or self-insurance for premises rented or leased to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you or self-insurance to cover your liability as a tenant for "property damage" to premises rented or leased to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I, Coverage A - Bodily Injury and Property Damage Liability.

(b) Any other primary insurance or self-insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer or you as a self-insurer have a duty to defend the insured against that "suit". If no other insurer defends or you as a self-insurer must defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance or self-insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance or self-insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance or self-insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us, creating what is commonly referred to as a subrogation right. The insured must do nothing after loss to impair them, including, but not limited to, execution of all appropriate papers to cause repayment to us. If a third party, including any other insurance carrier of the insured, pays an insured as a result of judgment, arbitration, settlement or other arrangement for damages sustained by the insured for which payments were made under the policy, the insured agrees to repay us for all amounts paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the insured commonly known as the common fund doctrine. The insured is specifically prohibited from incurring any expenses, costs, or fees on behalf of us in pursuit of its rights of recovery against a third party. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from our recovery without our prior express written consent.

Our right of subrogation and reimbursement will not be affected, reduced, or eliminated by the made whole doctrine or any other equitable doctrine or law which requires an insured to be made whole before subrogation rights are allowed. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V – DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **"Auto"** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Cannabis"** means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Paragraph 4. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

 - a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
 - b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph 4.a.
5. **"Coverage territory"** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
7. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".
9. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
10. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

11. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. above does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural, or engineering activities.

12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

13. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - (1) The unlicensed vehicle is being taken for maintenance or repair; or
 - (2) The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning.

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 15. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 16. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

17. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. **"Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, rent or lease and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, including an aircraft or watercraft, not owned or operated by any insured, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

19. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 20. "Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 21. "Silica-related dust"** means a mixture or combination of silica and other dust or particles.
- 22. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 23. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

24. "Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

26. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

27. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: MCP49345B

COMMERCIAL GENERAL LIABILITY
CG 04 29 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLLUTION EXCLUSION –LIMITED EXCEPTION
FOR A SHORT-TERM POLLUTION EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

A. The following replaces Exclusion f. under Paragraph 2. **Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability:**

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed

for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured:

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the **Definitions** Section:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

e. Does not originate from an "underground storage tank"; and

- f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SINGLE DEDUCTIBLE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. Section IV. - Deductible in the Commercial Auto Coverage Part is changed to read as follows:**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If you have a "loss" to more than one covered "auto" when such "autos" are attached to one another at the time of "loss", then only the highest single deductible for any of the covered "autos" attached to one another and involved in the "loss" will apply.

B. The following is added to Section I. - Deductible in the Commercial Inland Marine Coverage Part - Cargo Coverage:

If the "covered property" is on a covered "auto" at the time of the "loss", and there is a "loss" to both the "covered property" and at least one covered "auto", then only:

- a. The deductible shown on the Declarations, or
- b. The applicable deductible on the Commercial Auto Coverage Part, whichever is higher, will apply.

If there is no "loss" to any covered "auto" or the "covered property" is not on the "auto" at the time of the "loss", then the deductible shown on the Declarations shall apply.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HYDROFRACKING EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. The following is added to Commercial Auto Coverage Part - Section II § Covered Autos Liability Coverage - Exclusions:**

This insurance does not apply to any of the following:

1. "Bodily injury", "property damage" or "covered pollution cost or expense" arising, in whole or in part, out of "hydrofracking" or the storage or disposal of any "flowback", by any "insured" or by any other person or entity.
2. Payment for the investigation or defense of any "loss", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

B. The following is added to Commercial General Liability Coverage Form - Section I § Coverages - Exclusions:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising, in whole or in part, out of "hydrofracking" or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity.

2. Any cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of "hydrofracking" or "flowback".
3. Payment for the investigation or defense of any "occurrence", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Hydrofracking"** or hydraulic fracturing means the process by which water, proppants and/or chemicals are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of natural gas and/or oil.
2. **"Flowback"** or produced water means any wastewater containing returned "hydrofracking" fluid, including but not limited to water, proppants, "hydrofracking" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the wastewater.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CHANGES –CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL UMBRELLA COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

A. The term "spouse" is replaced by the following:
 Spouse or party to a civil union.

B. Under the Commercial Auto Coverage Part, the term "Family member" is replaced by the following:
"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART
 TRUCKERS EXCESS POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material"
 - (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the

United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

- a. **"Hazardous properties"** include radioactive, toxic or explosive properties;
- b. **"Nuclear material"** means "source material", "Special nuclear material" or "by-product material";
- c. **"Source material"**, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. **"Waste"** means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- f. **"Nuclear facility"** means:
 - (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **"Property damage"** includes all forms of radioactive contamination of property.

POLICY NUMBER: **MCP49345B****ILLINOIS COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.
2. We may cancel this policy by mailing to you at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less and is not a renewal or continuation policy.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for 61 days or more or is a renewal or continuation policy.
3. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy.
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

If we decide not to renew or continue this policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

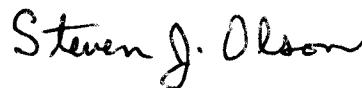
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

POLICY NUMBER: MCP49345B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**This endorsement modifies insurance provided
under the following:

COMMERCIAL AUTO COVERAGE PART

Issued to (Motor Carrier Name) and Address:

JAMROS SERVICE CORPORATION
5N143 Maple Ct
Saint Charles, IL 60175

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on SEPTEMBER 22, 2020	Endorsement Effective AUGUST 3, 2020	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i>	

(Authorized Company Representative)

USI INSURANCE SERVICES LLC (IL)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

This insurance is primary and the company shall not be liable for amounts in excess of **1,000,000** for each "accident".

This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.
The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: MCP49345B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**This endorsement modifies insurance provided
under the following:

COMMERCIAL AUTO COVERAGE PART

Issued to (Motor Carrier Name) and Address:

JAMROS SERVICE CORPORATION
5N143 Maple Ct
Saint Charles, IL 60175

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on SEPTEMBER 22, 2020	Endorsement Effective AUGUST 3, 2020	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i>	

(Authorized Company Representative)

USI INSURANCE SERVICES LLC (IL)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of **1,000,000** for each "accident".
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.
The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

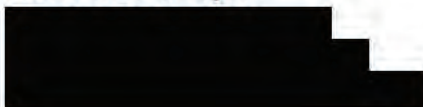
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective JUNE 3 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective JUNE 3 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD/DELETE ENDORSEMENTS

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 10 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 4

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 10 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 4

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A. We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B. The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C. We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D. If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E. If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F. The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 18 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 5

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 18 2020
GREAT WEST CASUALTY COMPANY	Endorsement Number 5

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MARCH 4 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MARCH 4 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MARCH 22 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 7

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

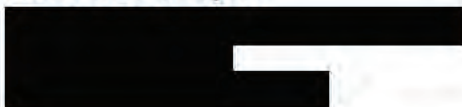
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MARCH 22 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 7

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 30 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 8

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

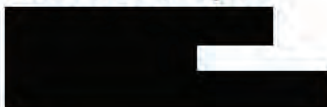
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective APRIL 30 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 8

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**

[REDACTED]

[REDACTED]

[REDACTED]

Estimated Premium:

Deposit:

NONE

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

POLICY NUMBER: **MCP49345B****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

**CHANGED GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS
ISSUED 05/01/2020 IS DELETED.
GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS
EFFECTIVE 05/01/2021 HAS BEEN ADDED.**

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: MCP49345B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPOSIT RETURN

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 9

USI INSURANCE SERVICES LLC (IL) 6015**FOR A RETURN PREMIUM OF** The **DEPOSIT PREMIUM** is returned effective **MAY 1 2021**

Hearing Date: 4/9/2024 10:00 AM

Location: Court Room 2510

Judge: Mullen, Michael Tully

FILED
12/8/2023 4:52 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2023CH09927
Calendar, 8
25529905

Exhibit 4

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

**GREAT WEST CASUALTY COMPANY***The Difference is Service®*

1100 West 29th Street
South Sioux City, NE 68776

October 3, 2023

TO WHOM IT MAY CONCERN:

I do hereby certify that this is a true and correct copy of Policy MCP49345C issued to CR EXPRESS INC, 2300 ARTHUR AVE, ELK GROVE VILLAGE, IL 60007, by Great West Casualty Company, South Sioux City, Nebraska, 68776. This policy was in effect from MAY 1, 2021 to MAY 1, 2022.

Yours very truly,
GREAT WEST CASUALTY COMPANY

DocuSigned by:

EABEF00D0F834C6...

MARCY MEYER
SUPERVISOR, UNDERWRITING

MTP
Enc.

CONFIDENTIAL



OLD REPUBLIC INSURANCE GROUP

GWCC 0239

Certificate Of Completion

Envelope Id: CE3DD50B48004300BBAFCE2AE052A456

Status: Completed

Subject: Complete with DocuSign: CR EXPRESS INC MCP49345C.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Melanie Pickering

AutoNav: Enabled

1100 W 29th St

Envelope Stamping: Enabled

South Sioux City, NE 68776-3130

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

M.PICKERING@gwccnet.com

IP Address: 165.225.33.71

Record Tracking

Status: Original

Holder: Melanie Pickering

Location: DocuSign

10/3/2023 8:25:32 AM

M.PICKERING@gwccnet.com

Signer Events

MARCY MEYER

M.MEYER@GWCCNET.COM

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



EABEF00D0F834C6...

Timestamp

Sent: 10/3/2023 8:28:00 AM

Viewed: 10/3/2023 8:31:01 AM

Signed: 10/3/2023 8:31:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.33.94

Electronic Record and Signature Disclosure:

Accepted: 10/3/2023 8:31:01 AM

ID: a381f8f6-2d22-418f-8d51-be3a13e7e06e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/3/2023 8:28:00 AM

Certified Delivered

Security Checked

10/3/2023 8:31:01 AM

Signing Complete

Security Checked

10/3/2023 8:31:06 AM

Completed

Security Checked

10/3/2023 8:31:06 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

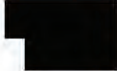
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**




 Estimated Premium:

Deposit:

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****RETENTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**

"Retained Amount" of "Loss" per "Occurrence": **\$25,000**
 "Loss Adjustment Expense": **ZERO**
 "Total Retained Amount" per "Occurrence": **\$25,000**
 "Loss Supervision Fee": **0.0%** of paid "Loss" within your "Retained Amount".
 Maximum "Loss Supervision Fee": **\$0**

A. RETAINED AMOUNT

You agree to reimburse us for the "total retained amount" shown in the SCHEDULE on this endorsement. Failure to fully reimburse us the "total retained amount" by the date specified in your monthly statement will be cause to cancel or non-renew this policy.

The Limit of Insurance shall not be increased by the "total retained amount".

B. LOSS ADJUSTMENT EXPENSE

1. You agree to reimburse us for any "loss adjustment expense" we pay, up to the amount shown in the SCHEDULE on this endorsement.

If the SCHEDULE on this endorsement indicates that pro-ration applies, you are responsible only for your share of the "loss adjustment expense". Your share of "loss adjustment expense" is the same proportion that your "retained amount" bears to the total amount of the "loss".

2. If the SCHEDULE on this endorsement indicates that the "loss adjustment expense" is zero, we will pay any "loss adjustment expense" and it will not be used to calculate your "total retained amount".

C. LOSS SUPERVISION FEE

You also agree to pay us a "loss supervision fee" which is a percentage, as shown in the SCHEDULE on this endorsement, of the paid "loss", up to the "retained amount". The "loss supervision fee" is in addition to your "total retained amount" and will not exceed the maximum amount shown in the SCHEDULE on this endorsement.

D. RECOVERY FROM OTHERS

Any recovery for a "loss" paid by us under a policy covered by this endorsement, will be allocated as follows:

1. To reimburse us for all of our payments, including indemnity, "loss adjustment expenses", and recovery expenses; and
2. Any balance of the recovery that remains after we have been reimbursed will be paid to you.

E. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Loss adjustment expense"** means the amount that you or we pay as expense for the handling or settling an "occurrence" or "suit". "Loss adjustment expense" includes the following costs:
 - a. Attorney fees and expenses.
 - b. Testimony transcript fees and expenses.
 - c. Medical exam fees and expenses.
 - d. Police reports.
 - e. Appeal costs and expenses.
 - f. General court costs and expenses.
 - g. Medical testimony fees and expenses.
 - h. Expert witness fees and expenses.
 - i. Lay witness fees and expenses.
 - j. Service of process costs.
 - k. Miscellaneous claim costs such as title searches, photos, death certificates, etc.
 - l. Independent claims adjusters fees and expenses.
 - m. Appraisal fees and expenses.
 - n. Post judgment interest when the interest is a consequence of an appeal initiated with our written agreement.
 - o. Travel expenses directly related to handling or settling any "occurrence", "loss" or "suit".

But "loss adjustment expense" shall not include the following costs:

- a. Your or our "employee's" salaries or expenses except those travel expenses directly related to handling or settling any "occurrence", "loss" or "suit";
 - b. Other expenses we incur not directly associated with a specific claim; and
 - c. Any expense associated with an appeal that you initiate without our written agreement.
2. **"Loss"** means direct and accidental "loss" or damage resulting from an "occurrence".
 3. **"Loss supervision fee"** means a fee for our administrative supervision, office expenses, salaries and remuneration of our "employees".
 4. **"Occurrence"** means an "accident", including continuous or repeated exposure to substantially the same general harmful conditions.
 5. **"Retained amount"** means the total amount of "loss" to be reimbursed by you.
 6. **"Total retained amount"** means the "loss adjustment expense", if applicable, and the "retained amount" to be reimbursed by you.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
TRUCKERS EXCESS POLICY
COMMERCIAL EXCESS INSURANCE POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The Named Insured shown in the Declarations shall include:



Named Insured (continued)

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

GREAT WEST CASUALTY COMPANYA Stock Company
1100 West 29th Street, South Sioux City, NE 68776**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**POLICY NUMBER: **MCP49345C**Renewal of Number: **MCP49345B**

Named Insured and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**Policy Period: From **MAY 1 2021** to **MAY 1 2022** at 12:01 A.M. Standard Time
at your address shown above.Business Description: **TRUCKER - CORPORATION**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**PREMIUM****COMMERCIAL AUTO COVERAGE - MOTOR CARRIER
COMMERCIAL GENERAL LIABILITY COVERAGE******
******** SEE DEFINITION ON PAGE 2 OF THIS DECLARATION PAGE.****DEPOSIT IN ADDITION TO PREMIUM: ...
PREMIUM DUE NOW NOT INCLUDED IN RATE****AMOUNT DUE NOW
Total Policy PREMIUM****\$
\$

Forms and endorsements made a part of this policy at time of issue:*

**DE00011213 DE00050400 DE00100521 DE00300115 GU49061010 GU49100187
GU49200520 GU49521010 GU49561010 GU49670520 GU50160914 PC00120118**

*Forms and Endorsements omitted if shown in specific Coverage Part Declarations.

Agent: **WILLIAM HUNT
USI INSURANCE SERVICES LLC (IL) 6015
2021 SPRING RD STE 100
OAK BROOK IL 60523**

In various places on our policy, we may use abbreviations. This is what they mean:

TERM	MEANS
ACV	Actual Cash Value
BI	Bodily Injury
Coll	Collision
Comp	Comprehensive
Cov	Coverage
DBA	Doing Business As
Ded	Deductible
Incl	Included
Ins	Insurance
Liab	Liability
Med Pay	Medical Payments
PD	Property Damage
Phys Damage	Physical Damage
PIP	Personal Injury Protection
PR/Co	Products/Completed Operations
Spec Perils	Specified Perils
UIM	Underinsured Motorists
UM	Uninsured Motorists

****SEE DE 00 10 05 21 MOTOR CARRIER COVERAGE FORM DECLARATIONS,
DE 00 30 01 15 COMMERCIAL GENERAL LIABILITY DECLARATIONS,
GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS,
AND THE ADDITIONAL ENDORSEMENTS ATTACHED TO THIS POLICY FOR HOW
PREMIUMS WILL BE DETERMINED.**

COMMERCIAL LINES POLICY SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: **MCP49345C**

GREAT WEST CASUALTY COMPANY
P. O. Box 277, South Sioux City, NE 68776

EXTENDED SCHEDULE OF COVERAGES

This policy provides the following additional coverage(s). Please read the endorsement(s) for a complete description of coverage.

	PREMIUM
CA50470411 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	**
CA52221015 ABA - BLANKET ADDL INSR AND WAIVER OF TRANSFER OF RIGHTS	
CG49260115 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	**
CG49861015 ABG - BLANKET ADDL INSD AND WAIVER OF TRANSFER OF RIGHTS	

SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345C****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE LIABILITY TRACTOR	RADIUS 75	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	**
				UM.....	**
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE PHYS DAMAGE TRACTOR	RADIUS 75	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
SEE LOSS PAYABLE CLAUSE(S)					**
ATTACHED TO POLICY					**
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE LIABILITY TRAILER	RADIUS 75	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE PHYS DAMAGE TRAILER	RADIUS 75	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
SEE LOSS PAYABLE CLAUSE(S)					**
ATTACHED TO POLICY					**
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE LIABILITY TRUCK	RADIUS 75	COVERAGE	PREMIUM
				LIABILITY.....	**
TYPE		SERIAL NUMBER		PIP.....	
REPORTING UNIT				MED PAY.....	
				UM.....	**
				UIM.....	**
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

 ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

SCHEDULE OF AUTOS**POLICY NUMBER: MCP49345C****GREAT WEST CASUALTY COMPANY**

AUTO	YEAR	MAKE PHYS DAMAGE TRUCK	RADIUS 75	COVERAGE LIABILITY.....	PREMIUM
TYPE REPORTING UNIT		SERIAL NUMBER		PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND: SEE LOSS PAYABLE CLAUSE(S) ATTACHED TO POLICY				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	**
				SPEC PERILS	
				COLLISION	**
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE LIABILITY OTHER	RADIUS 75	COVERAGE LIABILITY.....	PREMIUM
TYPE REPORTING UNIT		SERIAL NUMBER		PIP.....	**
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	**
				UIM.....	**
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE PHYS DAMAGE OTHER	RADIUS 75	COVERAGE LIABILITY.....	PREMIUM
TYPE REPORTING UNIT		SERIAL NUMBER		PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND: SEE LOSS PAYABLE CLAUSE(S) ATTACHED TO POLICY				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	**
				SPEC PERILS	
				COLLISION	**
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: **5/01/21** CANCEL DATE:
 CHANGE DATE: **5/03/21**

AUTO	YEAR	MAKE	RADIUS	COVERAGE LIABILITY.....	PREMIUM
TYPE		SERIAL NUMBER		PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

AUTO	YEAR	MAKE	RADIUS	COVERAGE LIABILITY.....	PREMIUM
TYPE		SERIAL NUMBER		PIP.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				MED PAY.....	
				UM.....	
				UIM.....	
				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345C**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

ITEM ONE

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2021** to **MAY 1 2022** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: Schedule of Coverages and Covered "Autos"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form shows which "autos" are covered "autos")	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR "LOSS"	PREMIUM
COVERED AUTOS LIABILITY	49	\$1,000,000	**
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault Coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	
MEDICAL PAYMENTS			
UNINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNINSURED MOTORISTS COVERAGE ENDORSEMENT	**
UNDERINSURED MOTORISTS	51 66	SEPARATELY STATED IN EACH UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT	**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
PHYSICAL DAMAGE SPECIFIED CAUSES OF "LOSS" COVERAGE			
PHYSICAL DAMAGE COLLISION COVERAGE	55	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	**
	53	SEE ITEM FOUR - PAGE 3	
		PREMIUM FOR ENDORSEMENTS	**
		COVERAGE PART PREMIUM	**

The following is a brief description of what the Covered "Auto" Symbols mean. Please read the Motor Carrier Coverage Form for a complete description:

SYMBOL	DESCRIPTION
49	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO
50	ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP
51	LEASED COMMERCIAL AUTOS
52	SPECIFIC LEASED COMMERCIAL AUTOS
53	HIRED COMMERCIAL AUTOS ONLY
54	HIRED PRIVATE PASSENGER TYPE AUTOS ONLY
55	SEE ENDORSEMENT CA 49 96 04 11 SYMBOL DESCRIPTION
59	INDEPENDENT CONTRACTOR COMMERCIAL AUTOS Name of Motor Carrier:
60	SPECIFIED HIRED COMMERCIAL AUTOS
61	ANY AUTO
62	OWNED AUTOS ONLY
63	OWNED PRIVATE PASSENGER TYPE AUTOS ONLY
64	OWNED COMMERCIAL AUTOS ONLY
65	OWNED AUTOS SUBJECT TO NO-FAULT
66	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW
67	SPECIFICALLY DESCRIBED AUTOS
68	HIRED AUTOS ONLY
71	NONOWNED AUTOS ONLY

COMMERCIAL AUTO COVERAGE PART MOTOR CARRIER COVERAGE FORM DECLARATIONS

POLICY NUMBER: **MCP49345C**

GREAT WEST CASUALTY COMPANY

ITEM THREE: Covered "Autos" you own are shown on the Schedule of Autos.**ITEM FOUR:** Schedule of Hired or Borrowed covered "auto" coverage and premiums.

COVERED AUTOS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - "AUTOS" USED IN YOUR MOTOR CARRIER OPERATIONS.

ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	ESTIMATED PREMIUM
IF ANY	INCLUDED	**

COVERED AUTOS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - "AUTOS" NOT USED IN YOUR MOTOR CARRIER OPERATIONS.

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If liab. cov. is primary)	ESTIMATED PREMIUM

PHYSICAL DAMAGE COVERAGE. This coverage applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

COVERAGES	LIMIT OF INSURANCE The LIMIT OF INSURANCE applies regardless of the number of covered hired or borrowed "autos" involved in the "loss". The most we will pay for all "loss" to covered hired or borrowed "autos" is the amount shown below.	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus Deductible, with that Deductible applying to each covered "auto".	**
SPECIFIED CAUSES OF "LOSS"	Actual Cash Value, Cost of Repairs or whichever is less minus Deductible, with that Deductible applying to each covered "auto".	
COLLISION	Actual Cash Value, Cost of Repairs or \$150,000 whichever is less minus Deductible, with that Deductible applying to each covered "auto".	**
TOTAL PREMIUM		**

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of "autos" (includes "trailers" and semi-trailers), and if not included therein;
- (b) The total remunerations of all operators and drivers helpers, of hired "autos" whether hired with a driver or lessor or an "employee" of the lessee, or any other third party; and
- (c) The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired "autos" whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

ITEM FIVE: Schedule for Non-Ownership Liability

Rating Basis	Number	Premium
Number of "Employees"	IF ANY	INCLUDED
Number of Partners	IF ANY	INCLUDED
TOTAL PREMIUM		INCLUDED

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

CA11310117 CA11430117 CA16121120 CA40010813 CA40020411 CA49080411
CA49601213 CA49960411 CA50470411 CA50720411 CA51341213 CA52150716
CA52221015

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

Issued to (Motor Carrier Name) and Address:

**CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007**

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on MAY 3 2021	Endorsement Effective MAY 1 2021	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i> (Authorized Company Representative)	

USI INSURANCE SERVICES LLC (IL)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of **\$1,000,000** for each "accident".
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds.).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.
The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**PREMIUM: ****

A. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate "losses" in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" which would otherwise be excluded under this Coverage Part, such as "losses" excluded by a Nuclear Hazard Exclusion or a War Or Military Action Exclusion.

- C.** Any deductible or "retained amount" in this Coverage Part shall not apply to any "loss" caused by a "certified act of terrorism".

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**

Limit of Insurance:	\$70,000	TOTAL PREMIUM: Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".

We will apply the Limit of Insurance shown in the SCHEDULE on this endorsement or in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Auto Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers compensation, disability benefits or similar law or policy of insurance.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. Transfer of Rights of Recovery Against Others to Us does not apply.

5. The following Conditions are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

- (1) Is equal to or less than the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
- (2) Exceeds the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceeds, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:
- (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or
 - (2) The Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Dedarations.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Uninsured motor vehicle"** means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

Under this paragraph, "uninsured motor vehicle" does not include any vehicle or equipment that is owned by or furnished or available for the regular use of the Named Insured, or a "family member" of an individual named insured; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNDERINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**

Limit of Insurance:	\$70,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
 - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
 - b. We and an "insured" have reached a "settlement agreement".
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto", or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Any "insured" using a vehicle without a reasonable belief that they are entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or

defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

6. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations for each "accident".
2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
 - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
 - b. Under any workers compensation, disability benefits or similar law or policy of insurance. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
 - c. Under any Auto Medical Payments Coverage.
3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

E. CHANGES IN CONDITIONS

The **Conditions** are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto Coverage Form and **Other Insurance – Primary and Excess Insurance Provisions** in the Motor Carrier or Non-Trucking Use Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply if, within two years after the date of the "accident":
 - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer of Rights of Recovery Against Others to Us**:

Transfer of Rights of Recovery Against Others to Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following **Conditions** are added:

Reimbursement and Trust

If we make any payment and any "insured" recovers from another party, that "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of "bodily injury" liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Family member"** means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. **"Settlement agreement"** means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
3. **"Tentative settlement"** means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an "accident" involving an "underinsured motor vehicle".
4. **"Underinsured motor vehicle"** means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by any self-insurer under any applicable motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.
 - d. Which is an uninsured motor vehicle.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MOTOR CARRIER LAWS –AUTO LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

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Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The following Condition is added:

When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor carrier financial responsibility law or regulation, the insurance provided by the Coverage Part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law or regulation to the extent of the coverage and limits of insurance required by that law or regulation. If a state law or regulation says we have to pay for a "loss" that is not covered by this Coverage Part, then you agree to reimburse us for the "loss" payment we made.

We may not cancel this endorsement without canceling the Coverage Part also. If you ask us to cancel or if we elect to cancel your Auto Insurance, then we will give 30 days notice in writing to any State Commission where a Certificate of Bodily Injury or Property Damage Liability Insurance has been filed by us. The 30 days notice time begins the day the notice is received in the State Commission Office.

We have filed a Motor Carrier Certificate of Bodily Injury or Property Damage Liability Insurance with these State Commissions:

ILLINOIS

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – LEASED AUTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

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Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE**Policy Expiration Date: **MAY 1 2022**

Additional Insured (Lessor) and Address:

ANY LESSOR OF A "LEASED AUTO" OR ANY "EMPLOYEE", AGENT OR DRIVER OF THE LESSOR WHILE THE "LEASED AUTO" IS USED IN YOUR BUSINESS AS A "MOTOR CARRIER" FOR HIRE.

Description of "Leased Auto(s)":

ANY "AUTO" LEASED TO YOU WITH A DRIVER UNDER A WRITTEN LEASE AGREEMENT.**A. COVERAGE**

1. For a "leased auto", Who is an Insured is changed to include as an "insured" the lessor named or designated in the SCHEDULE on this endorsement. However, the lessor is an "insured" only when the "leased auto" is used in your business as a "motor carrier" for hire.
2. The coverages provided by this endorsement apply to any "leased auto" described in the SCHEDULE on this endorsement until:
 - a. The Policy Expiration Date shown in the SCHEDULE on this endorsement; or
 - b. When your lease terminates or expires, whichever occurs first.

B. ADDITIONAL DEFINITION

As used in this endorsement:

"Leased auto" means an "auto" designated or described in the SCHEDULE on this endorsement that is leased or rented to you with a driver, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written Lease Agreement.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

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COMMERCIAL AUTO COVERAGE PART

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Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

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Name of Loss Payee:



Description of Covered "Auto(s)":

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- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
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- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

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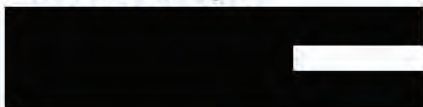
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- B. The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
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Description of Covered "Auto(s)":

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- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

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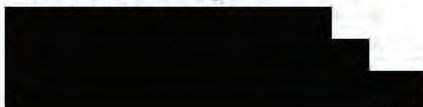
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Description of Covered "Auto(s)":

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- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
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- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

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- A. We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
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- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
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- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

A. Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "loss", which requires you to furnish insurance to that person or organization of the type provided by this policy, but only to the extent of that liability arising out of your operations and activities.

However, the insurance afforded to such Additional Insured:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
3. Will not exceed the scope of coverage provided by this policy.

B. The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.

C. Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

When required by written contract or written agreement you enter into prior to the "loss", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance;
2. You have agreed in writing in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
3. The Additional Insured is not solely liable for the "loss".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have if you have agreed in a written contract or written agreement entered into prior to the "loss" that this insurance would waive any right of recovery.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by such contract or agreement to provide.

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SILICA OR SILICA-RELATED DUST EXCLUSION
FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. The following exclusion is added to Covered Autos Liability Coverage:****SILICA OR SILICA-RELATED DUST EXCLUSION
FOR COVERED AUTOS EXPOSURE**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "**Silica**" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "**Silica-related dust**" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: **MCP49345C**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY EXCLUSION –BROKER OR FREIGHT FORWARDER OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

Covered Autos Liability Coverage shall not apply to transportation broker or freight forwarder operations of the "insured".

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SYMBOL DESCRIPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

COVERED "AUTOS" must be listed on a SCHEDULE on file with us that you are to send us every month and only for the amounts of insurance shown on that SCHEDULE. If you have not sent us a SCHEDULE of "autos" for the current reporting month, then amounts of insurance will be determined from the latest SCHEDULE we have received from you.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AFTER MARKET PARTS NOTICE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: **MCP49345C**

COMMERCIAL AUTO COVERAGE PART ILLINOIS MOTOR CARRIER COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

49= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO. Any "auto" except for an owned "auto" of the "private passenger type".

50= ANY AUTO EXCEPT A PRIVATE PASSENGER TYPE AUTO, VAN OR PICKUP. Any "auto" except an owned "auto" of the "private passenger type", van or pickup truck of 3/4 Ton load capacity or less.

51= LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

52= SPECIFIC LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

53= HIRED COMMERCIAL AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or

borrow. If the truck, tractor or "trailer" appears on the Policy's Schedule of Autos, then that truck, tractor or "trailer" shall not be considered a covered "auto" under this coverage Symbol.

54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY. Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

55= See the Declarations for the description of this symbol.

59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" on file with us that are leased by the "motor carrier" shown in the Declarations under this symbol and only while under a written lease agreement of 30 days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the Policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

60= SPECIFIED HIRED COMMERCIAL AUTOS. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow. This includes only those "autos" for which a premium has been paid for the coverage.

61= ANY AUTO

62= OWNED AUTOS ONLY. Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the Policy begins.

63= OWNED PRIVATE PASSENGER TYPE AUTOS ONLY. Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the Policy begins.

64= OWNED COMMERCIAL AUTOS ONLY. Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the Policy begins. For purposes of this symbol, an "auto" that is leased to you without a driver:

- a. under a written agreement for more than 30 days; or
- b. that results in you possessing the "auto" for a continuous period of more than 30 days,

will be considered an owned commercial "auto".

65= OWNED AUTOS SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

66= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.

67= SPECIFICALLY DESCRIBED AUTOS. Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to any power unit described in Item Three).

68= HIRED AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow for 30 days or less and those "trailers" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

71= NON-OWNED AUTOS ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 49, 50, 61, 62, 63, 64, 65, or 66 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, CERTAIN LEASED AUTOS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
4. Any "auto" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged that would otherwise qualify as "mobile equipment".

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

If we initially defend an "insured" or pay for an "insured's" defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".

(4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

(5) Anyone who has leased, hired, rented, or borrowed an "auto" from you that is used in a business other than yours unless under a written agreement you are required to hold them harmless.

(6) Anyone that is using an "auto" of yours under a written Trailer Interchange Agreement unless under a written agreement you are required to hold them harmless.

c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.

However, none of the following is an "insured":

- a. Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (1) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (a) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. COVERAGE EXTENSIONS

a. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or a "suit" against the "insured" we defend.

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds or release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

This provision does not include any expenses incurred by the "insured" for downtime, loss of use, or rental reimbursement.

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in

court the part of the judgment that is within our Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

- (7) Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the "insured" we defend on that part of the judgment we pay. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- (8) Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be expenses we shall pay for provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as No-Fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

- c. We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. FELLOW EMPLOYEE

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. CARE, CUSTODY OR CONTROL

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability:

- a. Assumed under a sidetrack agreement;
- b. For "property damage" caused by an "insured" to any "auto" you lease with a driver for more than 30 consecutive days and only while such leased "auto":
 - (1) is being used exclusively in your business as a "motor carrier"; and
 - (2) is not being attended to, serviced, towed, repaired, parked or stored, for a fee.

This provision does not apply if the damage is caused by the lessor, lessor's agent or the lessor's driver; or if the lessor is required by contract to hold you harmless.

- c. For "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

7. HANDLING OF PROPERTY

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- c. Machinery or equipment that is on, attached to or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. COMPLETED OPERATIONS

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, "your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

"Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured".

Paragraphs a. and b. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

12. WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. WRONG DELIVERY OF PRODUCTS

"Bodily injury", "property damage" or "covered pollution cost or expense" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury", "property damage" or "covered pollution cost or expense" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

14. RACING

"Bodily injury", "property damage", or "covered pollution cost or expense" arising out of the operation of a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

15. PUBLIC OR LIVERY PASSENGER CONVEYANCE

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

16. UNMANNED AIRCRAFT

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

The Limit of Insurance provision applies except that we will apply the Covered Autos Liability Coverage limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

1. \$25,000 for "bodily injury" to any one person caused by any one "accident";
2. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$20,000 for "property damage" caused by any one "accident".

This provision will not change our total Limit of Insurance for Covered Autos Liability Coverage.

SECTION IV –PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Fluids Extension**

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. **Towing**

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. **Glass Breakage –Hitting A Bird Or Animal –Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Contractual Expenses**

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle.

However, the most we will pay is \$30 per day, to a maximum of \$900. This coverage does not apply to shipping containers.

6. **Downtime Coverage**

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
 - a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - c. Tapes, records, discs or other audio, visual or data devices designed for use with audio, visual or data electronic equipment.
 - d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
 - e. Any sound and/or video reproducing equipment including antennas and other accessories unless it is designed to be operated solely by use of the power from the "auto's" electrical system and at the time of "loss" is permanently installed in or upon the covered "auto" or removable from a housing unit which is permanently installed in or upon the covered "auto".
 - f. Except for those listed in Paragraph e. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include any equipment designed to be operated solely by use of the power from the "auto's" electrical system that is necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
 - g. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".
3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.
4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.
5. We will not pay for "loss" of fuel.
6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.
7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical, structural or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".

9. No "downtime" coverage applies:
 - a. For the theft of a covered "auto".
 - b. In the event of a total "loss" to a covered "auto".
 - c. While there are spare or reserve "autos" available to you for your operation.
10. We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMITS OF INSURANCE

1. The most we will pay for:
"Loss" to any one covered "auto" is the lesser of:
 - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the Policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".

3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
 - b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

4. Downtime Coverage

- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro-rated basis.
- b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

D. DEDUCTIBLE

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance.

SECTION V – MOTOR CARRIER CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss" or total "loss". When the property is a total "loss" and the "actual cash value" exceeds the stated limit of insurance, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the stated limit of insurance and the "actual cash value". Our share of the salvage is the same proportion that the stated limit of insurance bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the stated limit of insurance bears to the "actual cash value". If you want to keep your damaged property, then the amount we pay will be reduced by our share of the salvage value of the damaged property.

If the "loss" is a total "loss", our payment will include the applicable sales tax and fees for the damaged or stolen property up to the stated limit of insurance.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us, creating what is commonly referred to as a subrogation right. That person or organization must do everything necessary to secure our rights and must do nothing to impair them, including execution of all appropriate papers to cause repayment to us. If a third party, including any other insurance carrier of the insured, pays an insured as a result of judgment, arbitration, settlement or other arrangement for damages sustained by the insured for which payments were made under the Policy, the insured agrees to repay us for all amounts paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the insured commonly known as the common fund doctrine. The insured is specifically prohibited from incurring any expenses, costs, or fees on behalf of us in pursuit of its rights of recovery against a third party. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from our recovery without our prior express written consent.

Our right of subrogation and reimbursement will not be affected, reduced, or eliminated by the made whole doctrine or any other equitable doctrine or law which requires an insured to be made whole before subrogation rights are allowed.

B. GENERAL CONDITIONS**1. BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your Policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

(2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

b. While any covered "auto" is hired or borrowed by you from another "motor carrier" this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

(2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.

f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

h. When this Coverage Form and any other Coverage Form, policy or self-insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self-insurance covering on the same basis.

i. Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

(1) The "auto" is owned or held for sale or lease by a new or used vehicle dealership;

(2) The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph (1) while your "auto" is being repaired or evaluated; and

(3) The Limit of Insurance for Covered Autos Liability Coverage under this Policy is at least:

(a) \$100,000 for "bodily injury" to any one person caused by any one "accident";

(b) \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and

(c) \$50,000 for "property damage" caused by any one "accident".

6. PREMIUM AUDIT

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

- (5) The coverage territory is extended to anywhere else in the world, except any jurisdiction that is the subject of any trade or economic sanction or embargo imposed by the United States of America through the Office of Foreign Assets Control, if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

- a. If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- b. If this Policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

SECTION VI -DEFINITIONS

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
- D. **"Bodily injury"** means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. **"Covered pollution cost or expense"** means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

 - a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
 - b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

F. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".

G. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.

H. **"Downtime period"** begins on the first day that each of the following conditions are met:

1. We have given you our agreement to pay for final repairs;
2. You have given the repair facility your authorization for final repairs; and
3. The covered "auto" is out of service for repair and in the custody of a repair facility.

The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

I. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

J. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

K. **"Insured contract"** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any other contract or agreement entered into, as part of your business, pertaining to the loan, lease or rental, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" loaned, leased or rented by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.

L. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

M. **"Loss"** means direct and accidental "loss" or damage.

N. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:

- a. The unlicensed vehicle is being taken for maintenance or repair; or
- b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented "trailers" requiring maintenance or repair;
- 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
- 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- O. **"Motor Carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.

- P. **"Occupying"** means in, upon, getting in, on, out or off.
- Q. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- R. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- S. **"Property damage"** means damage to or loss of use of tangible property.
- T. **"Suit"** means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- U. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- V. **"Trailer"** includes a semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.

For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- W. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- X. **"Unmanned aircraft"** means an aircraft that is not:
 - 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;
 to be controlled directly by a person from within or on the aircraft.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: **MCP49345C**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

Named Insured and Address:

CR EXPRESS INC
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

Policy Period: From **MAY 1 2021** to **MAY 1 2022** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE						
General Aggregate Limit (Other Than Products-Completed Operations)				\$2,000,000		
Products - Completed Operations Aggregate Limit				\$2,000,000		
Personal and Advertising Injury Limit				\$1,000,000		
Each Occurrence Limit				\$1,000,000		
Damage to Premises Rented to You Limit				\$100,000	Any One Premises	
Medical Expense Limit				\$5,000	Any One Person	
SCHEDULE						
Location of All Premises You Own, Rent or Occupy and Classification	Code No.	Premium Basis	Rate Pr/Co All Other		Advance Premium Pr/Co All Other	
TRUCK TERMINAL OPERATIONS 2300 ARTHUR AVE ELK GROVE VILLAGE, IL 60007-6015	[REDACTED]	[REDACTED]		[REDACTED]		**
PREMIUM FOR ENDORSEMENTS:						**
TOTAL ADVANCE PREMIUM:						**
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*						
CG04291204 CG10120520 CG49260115 CG49861015						

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

Whenever the term "policy" is used in any form listed above or in the Declarations or any related endorsement for General Liability, it is changed to "Coverage Part".

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**PREMIUM:**

**

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. APPLICATION OF OTHER EXCLUSIONS**
- The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D.** Any deductible or retained amount in this Coverage Part shall not apply to any loss caused by a "certified act of terrorism".

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**SCHEDULE****EARNED PREMIUM****THIS PREMIUM IS FULLY EARNED AND NONREFUNDABLE.**

- A.** Who is an Insured is changed to include as an Additional Insured any person or organization to whom you become obligated to include as an Additional Insured under this policy, as a result of any written contract or written agreement you enter into prior to the "occurrence" which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for the Additional Insured or at their premises.
- However, the insurance afforded to such Additional Insured:
1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured; and
 3. Will not exceed the scope of coverage provided by this policy.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached. This endorsement does not create or expand any coverage under the policy.
- C.** Except as noted below, any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.
- When required by written contract or written agreement you enter into prior to the "occurrence", this insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
1. The Additional Insured is a Named Insured under such other insurance;
 2. You have agreed in such contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured; and
 3. The Additional Insured is not solely liable for the "occurrence".

- D. With respect to the insurance afforded to the Additional Insured, the following is added to Limits of Insurance:

If coverage provided to the Additional Insured is required by a written contract or written agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded under this endorsement, the Transfer of Rights of Recovery Against Others To Us Condition is amended by the addition of the following:

When required by written contract or written agreement entered into prior to the "occurrence", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your operations for the Additional Insured or at their premises.

However, this waiver:

1. Only applies to the person or organization required by such contract or agreement; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776

POLICY NUMBER: MCP49345C

ILLINOIS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A

1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. This exclusion also does not apply to the defense or expenses of any party assumed in an "insured contract" as set forth in Paragraph 8. of Section I - Supplementary Payments.

c. ALCOHOLIC BEVERAGES

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented, leased or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented, leased or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

(a) "auto"; or

(b) aircraft (other than "unmanned aircraft"); or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This paragraph g.(2) exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented, leased or loaned to any insured.

This paragraph g.(2) exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(d) "Bodily injury" or "property damage" arising out of the operation of:

- (i) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed;

- (e) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery; or
- (f) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

- (1) Property you own, rent, lease or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

This exclusion does not apply to any of "your products" or any part of "your products" if caused by a defect existing at the time it was sold or transferred to another arising only out of your business of selling or repairing "autos". However, subject to the Limit of Insurance, the coverage only applies to that amount of "property damage" to "your products" which exceeds \$250 for any one "occurrence".

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
(2) "Your work"; or
(3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

- (1) A person arising out of any:
(a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

q. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. ASBESTOS

"Bodily injury" or "property damage" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or

- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

s. SILICA OR SILICA-RELATED DUST

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

t. FUNGI OR BACTERIA

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

u. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

v. CANNABIS

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
 - (b) The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
- (2) "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph v.(1) or v.(2) above.

However, Paragraph v.(1)(b) does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible

But only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

Exclusions **c. through n.** do not apply to damage by fire to premises rented or leased to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section III - Limits of Insurance.

COVERAGE B**1. PERSONAL AND ADVERTISING INJURY LIABILITY**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. WAR

"Personal and advertising injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. ASBESTOS

"Personal and advertising injury" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

r. SILICA OR SILICA-RELATED DUST

- (1) "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

s. FUNGI OR BACTERIA

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

v. UNMANNED AIRCRAFT

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment of others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

w. CANNABIS

"Personal and advertising injury" arising out of:

- (1) The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
- (2) The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the offense which caused the "personal and advertising injury" involved that which is described above.

The exclusion in Paragraph w. above does not apply to "personal and advertising injury" arising out of the following offenses:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

COVERAGE C

1. MEDICAL EXPENSES

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own, rent or lease;
 - (2) On ways next to premises you own, rent or lease; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own, rent or lease that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

6. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
7. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured we defend on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
8. Solely for the purposes of liability assumed for "bodily injury" and "property damage" in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be expenses we shall pay provided:
- a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.
9. If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.
- These payments will not reduce the applicable Limits of Insurance.

SECTION II –WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented or leased to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such.

That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III –LIMITS OF INSURANCE

1. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. PERSONAL AND ADVERTISING INJURY LIMIT

Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. EACH OCCURRENCE LIMIT

Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. DAMAGE TO PREMISES RENTED TO YOU LIMIT

Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented or leased to you, or in the case of damage by fire, while rented or leased to you or temporarily occupied by you with permission of the owner.

7. MEDICAL EXPENSE LIMIT

Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- a. You must see to it that we and any other insurer which has available insurance for a loss we cover under Coverage A or B of this Coverage Part are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Promptly tender the defense of any claim made or "suit" to any other insurer which also has available insurance for a loss which we cover under Coverage A or B of this Coverage Part.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance or self-insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance or self-insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

- (a) Any of the other insurance or self-insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage or self-insurance for "your work";
 - (ii) That is Fire insurance or self-insurance for premises rented or leased to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you or self-insurance to cover your liability as a tenant for "property damage" to premises rented or leased to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I, Coverage A - Bodily Injury and Property Damage Liability.

(b) Any other primary insurance or self-insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer or you as a self-insurer have a duty to defend the insured against that "suit". If no other insurer defends or you as a self-insurer must defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance or self-insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance or self-insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance or self-insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us, creating what is commonly referred to as a subrogation right. The insured must do nothing after loss to impair them, including, but not limited to, execution of all appropriate papers to cause repayment to us. If a third party, including any other insurance carrier of the insured, pays an insured as a result of judgment, arbitration, settlement or other arrangement for damages sustained by the insured for which payments were made under the policy, the insured agrees to repay us for all amounts paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the insured commonly known as the common fund doctrine. The insured is specifically prohibited from incurring any expenses, costs, or fees on behalf of us in pursuit of its rights of recovery against a third party. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from our recovery without our prior express written consent.

Our right of subrogation and reimbursement will not be affected, reduced, or eliminated by the made whole doctrine or any other equitable doctrine or law which requires an insured to be made whole before subrogation rights are allowed. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V – DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **"Auto"** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Cannabis"** means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Paragraph 4. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

 - a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
 - b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph 4.a.
5. **"Coverage territory"** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
7. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".
9. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
10. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

11. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. above does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural, or engineering activities.

12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

13. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - (1) The unlicensed vehicle is being taken for maintenance or repair; or
 - (2) The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning.

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 15. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 16. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

17. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. **"Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, rent or lease and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, including an aircraft or watercraft, not owned or operated by any insured, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

19. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 20. "Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 21. "Silica-related dust"** means a mixture or combination of silica and other dust or particles.
- 22. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 23. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

24. "Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

26. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

27. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: **MCP49345C**COMMERCIAL GENERAL LIABILITY
CG 04 29 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLLUTION EXCLUSION –LIMITED EXCEPTION
FOR A SHORT-TERM POLLUTION EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

A. The following replaces Exclusion f. under Paragraph 2. **Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability:**

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed

for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured:

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the **Definitions** Section:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

e. Does not originate from an "underground storage tank"; and

- f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HYDROFRACKING EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**A. The following is added to Commercial Auto Coverage Part - Section II - Covered Autos Liability Coverage - Exclusions:**

This insurance does not apply to any of the following:

1. "Bodily injury", "property damage" or "covered pollution cost or expense" arising, in whole or in part, out of "hydrofracking" or the storage or disposal of any "flowback", by any "insured" or by any other person or entity.
2. Payment for the investigation or defense of any "loss", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

B. The following is added to Commercial General Liability Coverage Form - Section I - Coverages - Exclusions:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising, in whole or in part, out of "hydrofracking" or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity.

2. Any cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of "hydrofracking" or "flowback".
3. Payment for the investigation or defense of any "occurrence", injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

C. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **"Hydrofracking"** or hydraulic fracturing means the process by which water, proppants and/or chemicals are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of natural gas and/or oil.
2. **"Flowback"** or produced water means any wastewater containing returned "hydrofracking" fluid, including but not limited to water, proppants, "hydrofracking" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the wastewater.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CHANGES –CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL UMBRELLA COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)

A. The term "spouse" is replaced by the following:
 Spouse or party to a civil union.

B. Under the Commercial Auto Coverage Part, the term "Family member" is replaced by the following:
"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART
 TRUCKERS EXCESS POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number

USI INSURANCE SERVICES LLC (IL)**1. The insurance does not apply:****A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material"
 - (a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the

United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

- a. **"Hazardous properties"** include radioactive, toxic or explosive properties;
- b. **"Nuclear material"** means "source material", "Special nuclear material" or "by-product material";
- c. **"Source material"**, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. **"Waste"** means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- f. **"Nuclear facility"** means:
 - (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **"Property damage"** includes all forms of radioactive contamination of property.

POLICY NUMBER: MCP49345C

ILLINOIS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.
2. We may cancel this policy by mailing to you at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less and is not a renewal or continuation policy.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for 61 days or more or is a renewal or continuation policy.
3. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy.
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

If we decide not to renew or continue this policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the loss payee or lienholder listed on the policy. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

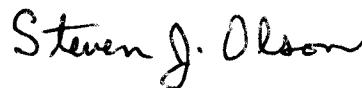
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980**This endorsement modifies insurance provided
under the following:

COMMERCIAL AUTO COVERAGE PART

Issued to (Motor Carrier Name) and Address:

JAMROS SERVICE CORPORATION
2300 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Dated at South Sioux City, Nebraska on MAY 3 2021	Endorsement Effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by <i>Steven J. Olson</i>	

(Authorized Company Representative)

USI INSURANCE SERVICES LLC (IL)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each "accident".
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of _____ for each "accident" in excess of the underlying limit of _____ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT**"ACCIDENT"** includes continuous or repeated exposure to conditions or which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment

of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

SCHEDULE OF LIMITS – PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; Division 2.3 Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

*The Schedule of Limits shown does not provide coverage.
The limits shown in the Schedule are for information purposes only.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 21 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 21 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 1

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective SEPTEMBER 27 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

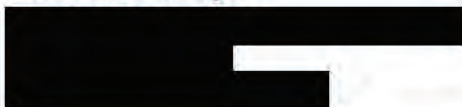
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective SEPTEMBER 27 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 2

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 17 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

ADDED CA 49 08 04 11 LPC - LOSS PAYABLE CLAUSE - LONG FORM

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE -LONG FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective NOVEMBER 17 2021
GREAT WEST CASUALTY COMPANY	Endorsement Number 3

USI INSURANCE SERVICES LLC (IL) 6015

Name of Loss Payee:



Description of Covered "Auto(s)":

ALL COMMERCIAL "AUTOS" OWNED, RENTED OR LEASED BY THE NAMED INSURED ON WHICH A FINANCIAL INTEREST IS HELD BY THE LOSS PAYEE.

- A.** We will pay, as interest may appear, you and the Loss Payee named on this endorsement for "loss" to a covered "auto".
- B.** The insurance covers the interest of the Loss Payee unless the "loss" results from concealment, misrepresentation or fraud on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the Loss Payee's interest. If we cancel the policy we will mail you and the Loss Payee the same advance notice.
- D.** If we make any payments to the Loss Payee, we will obtain his or her rights against any other party.
- E.** If you do not pay the premium due for the physical damage insurance then the Loss Payee shall, on demand from us, pay the premium due.
- F.** The Loss Payee shall also tell us of any change of ownership of a covered "auto", or any increase in hazard that the Loss Payee becomes aware of. The Loss Payee shall, on demand from us, pay the premium for the increase in hazard, unless the policy does not permit such coverage then the physical damage insurance shall be null and void.

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective JANUARY 28 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number 4

USI INSURANCE SERVICES LLC (IL) 6015

FOR NO PREMIUM CHANGE

The COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS is changed as follows:

LIMITS OF INSURANCE							
General Aggregate Limit (Other Than Products-Completed Operations)		\$2,000,000					
Products-Completed Operations Aggregate Limit		\$2,000,000					
Personal and Advertising Injury Limit		\$1,000,000					
Each Occurrence Limit		\$1,000,000					
Damage to Premises Rented to You		\$100,000		Any One Fire			
Medical Expense Limit		\$5,000		Any One Person			
SCHEDULE							
Location of All Premises You Own, Rent or Occupy and Classification	Code No.	Premium Basis	Rate Pr/Co	All Other	Advance Premium Pr/Co	All Other	
ADDED: TRUCK TERMINAL OPERATIONS 2400 ARTHUR AVENUE ELK GROVE VILLAGE, IL 60007	████	████		████			**
TRUCK TERMINAL OPERATIONS 2300 ARTHUR AVE ELK GROVE VILLAGE, IL 60007-6015	████	████████		████			**
Total Advance Premium							**

POLICY NUMBER: **MCP49345C**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY INFORMATION UPDATE

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number 5

USI INSURANCE SERVICES LLC (IL) 6015

The following update has been made to the policy and has resulted in no additional changes to the forms:

NON RENEW POLICY

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PREMIUM DETERMINATION -REPORTING BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART

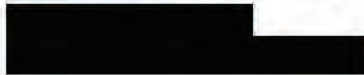
The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

The premiums we are charging you are calculated monthly as follows:

Premium Basis**Rating Basis****Rate**

Estimated Premium:

Deposit:

NONE

Special Provisions, if any:

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

POLICY NUMBER: **MCP49345C****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADD/DELETE ENDORSEMENTS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015

At your request, the following form or endorsement changes have been made to your policy:

**CHANGED GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS
ISSUED 05/01/2021 IS DELETED.
GU 49 20 05 20 PREMIUM DETERMINATION – REPORTING BASIS
EFFECTIVE 05/01/2022 HAS BEEN ADDED.**

Continued

FILED DATE: 12/8/2023 4:52 PM 2023CH09927

POLICY NUMBER: MCP49345C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPOSIT RETURN

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured CR EXPRESS INC	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number 6

USI INSURANCE SERVICES LLC (IL) 6015**FOR A RETURN PREMIUM OF** The **DEPOSIT PREMIUM** is returned effective **MAY 1 2022**